



AGENDA
ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #043
TUESDAY, OCTOBER 29, 2019, 2:00 P.M.
TN TOWER - 3RD FLOOR, NASHVILLE ROOM

AGENDA ITEM	PAGE #
I. Call to Order	--
II. Introduction of New Advisory Council Member – Jasmine Quattlebaum	
III. Approve Minutes from June 5, 2019 Meeting..... (see attached documentation)	3
IV. New Business Proposed revisions to the following Central Procurement Office documents (see attached documentation):	
(1) Interagency Agreement (“IA”) Model and Interagency Agreement – Grant Model instructions.....	10
(2) Insurance Options instructions.....	14
(3) No Cost (“NC”) and Revenue (“RV”) summary cover sheet.....	20
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V. Other Business (1) Advisory Council on State Procurement Bylaws and Rules of Procedures.....	44
VI. Adjournment	--

**MINUTES OF JUNE 5, 2019
MEETING**

MINUTES
ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #042
WEDNESDAY, JUNE 5, 2019 2:00 P.M.
TN TOWER – 3rd FLOOR – MULTI MEDIA ROOM

Members in Attendance:

Mike Perry, Bryan Chriske (designated by Comptroller Wilson to attend in Jason Mumpower's absence), Summer Carr, Ted Hayden, Brad Eskind, and Tim Drown (designated by Commissioner McWhorter to attend in Buddy Lea's absence)

Others in Attendance:

Jenny Young, Randy Dean, Debi Moss, Ellen Lipinski, Shannon Howell, Sean Newman, Davis Nwankwo, Price Hobby, Christy Allen

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

II. Announcement: Mr. Perry announced that Bryan Chriske, Office of the Comptroller of the Treasury has been designated by Comptroller Wilson to attend in Jason Mumpower's place and Tim Drown, Department of Finance and Administration, had been designated by Commissioner Stuart McWhorter to attend in Buddy Lea's place, today. Mr. Perry also announced Jennifer Young, Attorney, Central Procurement Office would be presenting the agenda in Paul Krivacka's absence.

III. Minutes from the March 7, 2019 Meeting: Mr. Perry asked if there were any corrections or additions to the minutes from the March 7, 2019 meeting. Seeing none, a motion was made by Mr. Bryan Chriske, Office of the Comptroller of the Treasury, to accept the minutes as presented. The motion was seconded by Mr. Tim Drown, Attorney, Department of Finance and Administration. All members voted in favor – none opposed.

IV. New Business:

Mr. Perry asked Mrs. Jennifer Young, Attorney, Central Procurement Office, to present the following New Business agenda items:

Mr. Perry asked if any items would be taken together. Mrs. Young noted that agenda items (9) and (10) could be grouped together and Mr. Perry stated that this will be discussed when those items come up on the agenda.

Mrs. Young proceeded to present agenda item (1):

(1) Special Contract Request

Mrs. Young summarized the following points with regard to the Special Contract Request proposal:

- This proposal will add an additional line to the Special Contract Request that clearly states that:
“Approval of the SCR does not constitute approval of the final contract.”
- This clarification was proposed at the request of the Sourcing Team leadership and will provide additional guidance to procurement professionals by providing a reminder that even if for example – you have received prior approval to proceed with a Sole Source Contract - the final contract between that sole source contractor and the State must still be submitted for CPO and COT review and approval.

Seeing no discussion on agenda item (1), Ted Hayden, Executive Director of Compliance, State of Tennessee Real Estate Asset Management, made a motion to recommend the Special Contract Request proposal as presented to the Procurement Commission for approval. The motion was seconded by Ms. Summer Carr, Assistant General Counsel, Department of Economic and Community Development. All members voted in favor – none opposed.

Mrs. Young then proceeded to present agenda item (2):

(2) D.18. Annual and Final Reports Grant Contract (“GR”) and Governmental Grant (“GG”) Template

Mrs. Young presented the following points with regard to the D.18. Annual and Final Reports Grant Contract (“GR”) and Governmental Grant (“GG”) Template proposal:

- The current D.18. “Annual and Final Reports” contract term in the GR and GG templates requires that the grantee submit annual and final reports to BOTH the grantor State Agency **and the Department of Finance and Administration (“F&A”).**
- The copy to F&A is no longer necessary, so this proposal will revise the term to still require the Grantee to submit annual and final reports to the Grantor State Agency, but will remove the requirement of a copy to F&A.

Seeing no discussion on agenda item (2), Mr. Drown made a motion to recommend D.18. Annual and Final Reports Grant Contract (“GR”) and Governmental Grant (“GG”) Template proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Chriske. All members voted in favor – none opposed.

Mrs. Young then proceeded to present agenda item (3):

(3) RFQ and RFP Templates – Sections C.1. through C.3

Mrs. Young presented the following points with regard to the RFQ and RFP Templates – Sections C.1. through C.3 proposal:

- This proposal is a minor change to the RFP and RFQ Templates to change the font color from black front to red font color for items C.1. – C.3.
- Per the template, any template fields included in red font indicates enhanced flexibility to replace, revise, or otherwise address the text at issue.
This change was requested by a Sourcing Team Lead as a way to provide additional flexibility and guidance to procurement professionals to revise the Section C – Technical Qualifications, Experience & Approach Items as needed to best fit the needs of the particular procurement.

Seeing no discussion on agenda item (3), Mr. Hayden made a motion to recommend RFQ and RFP Templates – Sections C.1. through C.3 proposal as presented to the Procurement Commission for approval. The motion was seconded by Mrs. Carr. All members voted in favor – none opposed.

Mrs. Young then proceeded to present agenda item (4):

(4) RFQ and RFP Templates – Section B.16

Mrs. Young presented the following points with regard to the RFQ and RFP Templates – Section B.16 proposal:

- This proposal revises RFP and RFQ Section B.16. to remove the NOTES section.
- Recent feedback from procurement professionals was that removal of the notes would actually provide more clarity as the information is not needed.

Seeing no further discussion on agenda item (4), Mr. Chriske made a motion to recommend RFQ and RFP Templates – Section B.16 proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Drown. All members voted in favor – none opposed.

Mrs. Young then proceeded to present agenda item (5):

(5) Informal Purchases Model

Mrs. Young presented the Informal Purchases Model proposals:

- The Informal Purchases Model, which provides guidance to agencies using their local purchase authority, includes a checklist of reminders.
- This proposal revises the checklist to provide additional guidance and reminders such as:
 1. Adding a note to make sure all terms and conditions are included when the quotes are solicited.
 2. Adding updated links to resources online.
 3. Adding a note to send a Notice of Intent to Award.

Mr. Perry asked if this was for purchases less than \$50,000. Mrs. Young confirmed that it was.

Seeing no further discussion on agenda items (5) Mr. Drown made a motion to recommend Informal Purchases Model proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Chriske. All members voted in favor – none opposed.

Mrs. Young then proceeded to present agenda item (6):

(6) Global – eForms instruction change

Mrs. Young presented the following points with regard to the Global – eForms instruction change proposal:

- The CPO as part of its continual process improvement efforts has been working with Edison to move the formal request approval process from a manual process to one performed within Edison.
- While a few individual request items have been previously approved with revised instructional text to submit the e-Forms into Edison for approval, this proposal is to globally apply the revised instructions to all e-Forms once the functionality is available.

Mr. Perry asked if this would be for things like Special Contract Requests, Rule Exception Requests etc. Mrs. Young confirmed that it was. Mr. Perry continued that this would enable us to process these approvals through Edison for easier tracking and metrics on approvals. Mr. Chriske asked if this also applies to job aids. Mrs. Young stated that links to job aids will be part of the instructions.

Seeing no further discussion on agenda item (6), Mr. Hayden made a motion to recommend Global – eForms instruction change proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Drown. All members voted in favor – none opposed.

Mrs. Young then proceeded to present agenda item (7):

(7) Limitation of Contractor’s Liability

Mr. Young presented the following points with regard to the Limitation of Contractor’s Liability proposal:

- This proposal will add the following clarification (requested by vendor community rep):
“For clarity, except as otherwise expressly set forth in this Section, Contractor’s indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.”

Seeing no discussion on agenda item (7), Mr. Drown made a motion to recommend Limitation of Contractor’s Liability proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Hayden. All members voted in favor – none opposed.

Mrs. Young then proceeded to present agenda item (8):

(8) E.#. Intellectual Property Indemnity

Mrs. Young presented the following points with regard to the E.#. Intellectual Property Indemnity proposal:

- This proposal will add a new option for IP Indemnity that adds two additional paragraphs to the standard IP Indemnity. This, or something substantially similar, is often requested by the vendor community during negotiations and this will provide the option for approved language that will not require a RER.
- It has been reviewed by the Legal Team attorney who specializes in IP issues.

Seeing no discussion on agenda item (8), Mr. Chriske made a motion to recommend the proposed E.#. Intellectual Property Indemnity proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Hayden. All members voted in favor – none opposed.

Mr. Perry stated that agenda items (9) and (10) are similar and ask that these items be taken together. Mrs. Young confirmed. Mr. Perry asked if there was any objection to voting on items (9) and (10) as a single agenda item. Seeing none, Mr. Perry asked Mrs. Young to proceed to agenda items (9) and (10):

Mrs. Young then proceeded to present agenda items (9) and (10):

- (9) RFP Template – Negotiations
- (10) Procurement Procedures Manual section 5.12. Negotiation

Mrs. Young presented the following points with regard to the RFP Template – Negotiations and Procurement Procedures Manual Section 5.12. Negotiation proposal:

- Item# 9 is a proposal that revises the RFP Template to provide clarity to potential respondents that negotiations may include terms and conditions or pricing negotiations.
- This proposal also will change term from “redlines” to “terms and conditions negotiations” to further make clear that negotiations may include terms and conditions.
- Item# 10 is a proposal that will remove the distinction between procurements that involve a solicitation coordinator and those that involve both a solicitation coordinator and an evaluation committee.
- The distinction is not necessary, because in either type of procurement the Solicitation Coordinator will be the contact person that coordinates negotiations between a respondent and the State.

Seeing no discussion on agenda items (9) and (10), Mr. Hayden made a motion to recommend RFP Template – Negotiations and Procurement Procedures Manual section 5.12. Negotiation proposals as presented to the Procurement Commission for approval. The motion was seconded by Mrs. Carr. All members voted in favor – none opposed.

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

Adjournment: Seeing no other business, a motion for adjournment was made by Mr. Drown. All members voted in favor – none opposed; whereupon the June 5, 2019 Advisory Council meeting was adjourned.

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

REDLINE

REQUEST: Revise the Interagency Agreement (IA) and Interagency Agreement – Grant Models as follows:

INTERAGENCY AGREEMENT (IA) MODEL

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

INTERAGENCY AGREEMENT – GRANT MODEL

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

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

CLEAN

REQUEST: Revise the Interagency Agreement (IA) and Interagency Agreement – Grant Models as follows:

INTERAGENCY AGREEMENT (IA) MODEL

This model provides the format and content for drafting an interagency agreement between (1) two Tennessee state agencies, neither of which has the separate legal capacity to contract or sue and be sued; or (2) a Tennessee state agency and a campus or institute of the University of Tennessee (UT) system, an institution governed by the Tennessee Board of Regents (“TBR”), or a State University or Locally Governed Institution (“LGI”). For a listing of all UT campuses and institutes, please consult <https://tennessee.edu/>. For a listing of all TBR institutions, please consult <https://www.tbr.edu/institutions/our-institutions>. State Universities or LGIs include the University of Memphis, Tennessee Technological University, Austin Peay State University, East Tennessee State University, Tennessee State University, and Middle Tennessee State University. The use of this model is optional and serves as a guide. This model should NOT be used where the funding source is a grant. Questions regarding whether this model should be used should be directed to the Central Procurement Office. Please also refer to Department of Finance and Administration – Policy 18 “Interunit Journals” for additional information, as applicable.

INTERAGENCY AGREEMENT – GRANT MODEL

This model provides the format and content for drafting a cost-reimbursement grant agreement between (1) two Tennessee state agencies, neither of which has the separate legal capacity to contract or sue and be sued; or (2) a Tennessee state agency and a campus or institute of the University of Tennessee (“UT”) system, an institution governed by the Tennessee Board of Regents (“TBR”), or a State University or Locally Governed Institution (“LGI”). For a listing of all UT campuses and institutes, please consult <https://tennessee.edu/>. For a listing of all TBR institutions that can use this model please consult <https://www.tbr.edu/institutions/our-institutions>. State Universities or LGIs include the University of Memphis, Tennessee Technological University, Austin Peay State University, East Tennessee State University, Tennessee State University, and Middle Tennessee State University. All agreements must comply with the requirements of the Central Procurement Office’s Grant and Subrecipient Monitoring Policy (Policy Number 2013-007) and the U.S. OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. Please refer to Department of Finance and Administration – Policy 18 “Interunit Journals” for additional information, as applicable.

INSURANCE OPTIONS INSTRUCTIONS
REDLINE

REQUEST: Revise the Insurance Options instructions in the FA Template, No Cost Template, and Grant Contract (“GR”) templates as follows:

FA Template:

Insurance Options

Commercial General Liability, Workers’ Compensation and Employer Liability Insurance, and Automobile Liability Insurance are included as Mandatory Terms and Conditions. An approved Rule Exception Request (Risk) is required for any deviations from insurance requirements, including any request to remove the Commercial General Liability and Workers’ Compensation and Employer Liability insurance types. Automobile Insurance may be removed without an approved Rule Exception Request if vehicles will not be used to perform the Scope.

Certain situations call for adjusting the coverage requirements to provide adequate protection to the State. If the procurement involves activities that present either a higher risk (e.g., heavy machinery, frequent use of automobiles, medical industry, etc.) or a unique risk (e.g., internet-based services, employee-committed crime, etc.), please consult with the CPO Risk Manager to determine if a deviation from the default coverage requirements is appropriate. Enter any revised coverage amounts as “written amount Dollars (\$NUMBER AMOUNT)-” and obtain an approved Rule Exception Request (Risk). If additional insurance coverage is appropriate, add as new subsections and number accordingly.

Option 3: Low Risk Insurance for Independent Contractors

Certain situations may arise where the Contract is with an Independent Contractor or otherwise presents a low risk procurement where standard Template Insurance requirements may not be appropriate but where best practices would still dictate some level of insurance verification. This option, if approved by CPO, replaces the D.32. Insurance provision in its entirety. This option may only be used with the approval of the CPO Risk Manager. An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

NO COST (NC):

Insurance Options

Commercial General Liability, Workers’ Compensation and Employer Liability Insurance, and Automobile Liability Insurance are included as Mandatory Terms and Conditions. An approved Rule Exception Request (Risk) is required for any deviations from insurance requirements, including any request to remove the Commercial General Liability and Workers’ Compensation and Employer Liability insurance types. Automobile Insurance may be removed without an approved Rule Exception Request if vehicles will not be used to perform the Scope.

Certain situations call for adjusting the coverage requirements to provide adequate protection to the State. If the procurement involves activities that present either a higher risk (e.g., heavy machinery, frequent use of automobiles, medical industry, etc.) or a unique risk (e.g., internet-based services, employee-committed crime, etc.), please consult with the CPO Risk Manager to determine if a deviation from the default coverage requirements is appropriate. Enter any revised coverage amounts as “written amount Dollars (\$NUMBER AMOUNT)-” and obtain an approved Rule Exception Request (Risk). If additional insurance coverage is appropriate, add as new subsections and number accordingly.

Option 1: Workers’ Compensation and Employer Liability Insurance – Low Risk Option

Consider the risk of each contract (value, type of services or work provided). Option 1 should only be used where the risk of the Contractor Employee injury is low. –An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions. If an agency has any questions concerning the risks involved please contact the CPO Risk Manager.

Option 3: Low Risk Insurance for Independent Contractors

Certain situations may arise where the Contract is with an Independent Contractor or otherwise presents a low risk procurement where standard Template Insurance requirements may not be appropriate but where best practices would still dictate some level of insurance verification. This option, if approved by CPO, replaces the D.32. Insurance provision in its entirety. ~~This option may only be used with the approval of the CPO Risk Manager.~~ An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

GRANT TEMPLATE:

Option 6: Low Risk Insurance for Independent Contractor Grantees

Certain situations may arise where the Contract is with an Independent Contractor Grantee or otherwise presents a low risk procurement where standard Template Insurance requirements may not be appropriate but where best practices would still dictate some level of insurance verification. This option, if approved by CPO, replaces Section E.#. Insurance in its entirety, up to Option 2. An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

~~This option may only be used with the approval of the CPO Risk Manager.~~

INSURANCE OPTIONS INSTRUCTIONS
CLEAN

REQUEST: Revise the Insurance Options instructions in the FA Template, No Cost Template, and Grant Contract (“GR”) templates as follows:

FA Template:

Insurance Options

Commercial General Liability, Workers’ Compensation and Employer Liability Insurance, and Automobile Liability Insurance are included as Mandatory Terms and Conditions. An approved Rule Exception Request (Risk) is required for any deviations from insurance requirements, including any request to remove the Commercial General Liability and Workers’ Compensation and Employer Liability insurance types. Automobile Insurance may be removed without an approved Rule Exception Request if vehicles will not be used to perform the Scope.

Certain situations call for adjusting the coverage requirements to provide adequate protection to the State. If the procurement involves activities that present either a higher risk (e.g., heavy machinery, frequent use of automobiles, medical industry, etc.) or a unique risk (e.g., internet-based services, employee-committed crime, etc.), please consult with the CPO Risk Manager to determine if a deviation from the default coverage requirements is appropriate. Enter any revised coverage amounts as “**written amount** Dollars (\$**NUMBER AMOUNT**)” and obtain an approved Rule Exception Request (Risk). If additional insurance coverage is appropriate, add as new subsections and number accordingly.

Option 3: Low Risk Insurance for Independent Contractors

Certain situations may arise where the Contract is with an Independent Contractor or otherwise presents a low risk procurement where standard Template Insurance requirements may not be appropriate but where best practices would still dictate some level of insurance verification. This option, if approved by CPO, replaces the D.32. Insurance provision in its entirety. An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

NO COST (NC):

Insurance Options

Commercial General Liability, Workers’ Compensation and Employer Liability Insurance, and Automobile Liability Insurance are included as Mandatory Terms and Conditions. An approved Rule Exception Request (Risk) is required for any deviations from insurance requirements, including any request to remove the Commercial General Liability and Workers’ Compensation and Employer Liability insurance types. Automobile Insurance may be removed without an approved Rule Exception Request if vehicles will not be used to perform the Scope.

Certain situations call for adjusting the coverage requirements to provide adequate protection to the State. If the procurement involves activities that present either a higher risk (e.g., heavy machinery, frequent use of automobiles, medical industry, etc.) or a unique risk (e.g., internet-based services, employee-committed crime, etc.), please consult with the CPO Risk Manager to determine if a deviation from the default coverage requirements is appropriate. Enter any revised coverage amounts as “**written amount** Dollars (\$**NUMBER AMOUNT**)” and obtain an approved Rule Exception Request (Risk). If additional insurance coverage is appropriate, add as new subsections and number accordingly.

Option 1: Workers’ Compensation and Employer Liability Insurance – Low Risk Option

Consider the risk of each contract (value, type of services or work provided). Option 1 should only be used where the risk of the Contractor Employee injury is low. An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

Option 3: Low Risk Insurance for Independent Contractors

Certain situations may arise where the Contract is with an Independent Contractor or otherwise presents a low risk procurement where standard Template Insurance requirements may not be appropriate but where best practices would still dictate some level of insurance verification. This option, if approved by CPO, replaces the D.32. Insurance provision in its entirety. An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

GRANT TEMPLATE:


Option 6: Low Risk Insurance for Independent Contractor Grantees

Certain situations may arise where the Contract is with an Independent Contractor Grantee or otherwise presents a low risk procurement where standard Template Insurance requirements may not be appropriate but where best practices would still dictate some level of insurance verification. This option, if approved by CPO, replaces Section E.#. Insurance in its entirety, up to Option 2. An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

**NO COST (“NC”) AND REVENUE (“RV”)
SUMMARY COVER SHEET**

REDLINE

REQUEST: Revise the No Cost and Revenue contract summary cover sheets as follows:

 <p style="text-align: center;"><u>NO COST CONTRACT</u> (no cost contract, involving no monetary obligation between the parties, with an individual, business, non-profit, or government entity of another state or country)</p>			
Begin Date	End Date	Agency Tracking #	Edison ID
Contractor Legal Entity Name		Edison Vendor ID (optional)	
Service Caption			
Ownership/Control <input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Disabled Owned Businesses (DSBE) <input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input checked="" type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.	
<input type="checkbox"/> Competitive Negotiation <u>Award</u>		<u>Describe the competitive award process used. Include Solicitation Number, if applicable: _____.</u> The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.	
<input checked="" type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.	
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.	
<input type="checkbox"/> Other		<u>Describe the non-competitive award process used and submit a Special Contract Request with the applicable method described, in addition to selecting the No Cost contract type.</u> The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."	

CPO USE - NC



REVENUE CONTRACT

(state revenue contract with an individual, business, non-profit, or government entity of another state or country and from which the state receives monetary compensation)

Begin Date	End Date	Agency Tracking #	Edison ID
		-	
Procuring Party Legal Entity Name			Procuring Party Registration ID
Service Caption			
Ownership/Control			
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American			
<input type="checkbox"/> Woman Business Enterprise (WBE)			
<input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE)			
<input type="checkbox"/> Disabled Owned Businesses (DSBE)			
<input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.			
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input checked="" type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.	
<input type="checkbox"/> Competitive Negotiation <u>Award</u>		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria. Describe the competitive award process used. Include Solicitation Number, if applicable: _____	
<input checked="" type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.	
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive procuring party selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.	
<input type="checkbox"/> Other		<u>Describe the non-competitive award process used and submit a Special Contract Request with the applicable method described, in addition to selecting the Revenue contract type. The procuring party selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."</u>	

CPO USE - RV

**NO COST (“NC”) AND REVENUE (“RV”)
SUMMARY COVER SHEET**

CLEAN

REQUEST: Revise the No Cost and Revenue contract summary cover sheets as follows:

			
<h2>NO COST CONTRACT</h2> <p>(no cost contract, involving no monetary obligation between the parties, with an individual, business, non-profit, or government entity of another state or country)</p>			
Begin Date	End Date	Agency Tracking #	Edison ID
		-	
Contractor Legal Entity Name			Edison Vendor ID (optional)
Service Caption			
<p>Ownership/Control</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE):</p> <p style="padding-left: 40px;"> <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American </p> <p><input type="checkbox"/> Woman Business Enterprise (WBE)</p> <p><input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE)</p> <p><input type="checkbox"/> Disabled Owned Businesses (DSBE)</p> <p><input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.</p> <p> <input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other: </p>			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input type="checkbox"/> Competitive Award	Describe the competitive award process used. Include Solicitation Number, if applicable:		
<input type="checkbox"/> Other	Describe the non-competitive award process used and submit a Special Contract Request with the applicable method described, in addition to selecting the No Cost contract type.		
<i>CPO USE - NC</i>			



REVENUE CONTRACT

(state revenue contract with an individual, business, non-profit, or government entity of another state or country and from which the state receives monetary compensation)

Begin Date	End Date	Agency Tracking #	Edison ID
		-	
Procuring Party Legal Entity Name			Procuring Party Registration ID
Service Caption			
Ownership/Control			
<input type="checkbox"/> Minority Business Enterprise (MBE):			
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American			
<input type="checkbox"/> Woman Business Enterprise (WBE)			
<input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE)			
<input type="checkbox"/> Disabled Owned Businesses (DSBE)			
<input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.			
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input type="checkbox"/> Competitive Award	Describe the competitive award process used. Include Solicitation Number, if applicable:		
<input type="checkbox"/> Other	Describe the non-competitive award process used and submit a Special Contract Request with the applicable method described, in addition to selecting the Revenue contract type.		
<i>CPO USE - RV</i>			

**RULE EXCEPTION REQUEST –
ADVANCE PAYMENTS**

NEW

Rule Exception Request – Advance Payments

Advance Payments prior to receipt of goods or performance of services are generally discouraged by the State. To request approval for an Advance Payments provision, complete and upload this document and route for approvals by selecting the RER e-Form for Advance Payments in Edison. Note: This RER is not required for software licenses or maintenance and support agreements. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

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

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

**OPTION: ADVANCE PAYMENT –
SOFTWARE LICENSES OR
MAINTENANCE AND SUPPORT
AGREEMENTS – NEW**

NEW

REQUEST: Add the following as new optional language to the configurator, Purchase Order Terms and Condition, Fee for Goods or Services Contract Template (FA).

Payment Methodology

Option: Advance Payment – Software Licenses or Maintenance and Support Agreements.

Replace contract section C.3. with the following if the contract will result in an advance payment as a result of a software licenses or maintenance and support agreements.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor’s compensation shall be paid in advance in accordance with this Contract.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Milestone	\$ Number
Unit	\$ Number each
Job Title /Activity	\$ Number per Hour /Day /etc.
Use & Repeat Rows Above as Necessary	

Add Contingently Required Subsections as Appropriate (refer to instructions for details)

**SECTION C. PAYMENT
METHODOLOGY GRANT CONTRACT
("GR") AND GOVERNMENTAL GRANT
("GG") INSTRUCTIONS**

REDLINE

REQUEST: Revise the “Payment Methodology” instructions included in Section C. of the Grant Contract (“GR”) and Governmental Grant (“GG”) Template as follows:

GR:

Payment Methodology

Pursuant to Central Procurement Office Policy 2013-007, any Grantor State Agency seeking to effect a partial, periodic, or total advance payment shall submit a Rule Exception Request – Advance Payments to justify the advance payment.

GG:

Payment Methodology

Pursuant to Central Procurement Office Policy 2013-007, any Grantor State Agency seeking to effect a partial, periodic, or total advance payment shall submit a Rule Exception Request – Advance Payments to justify the advance payment.

**SECTION C. PAYMENT
METHODOLOGY GRANT CONTRACT
("GR") AND GOVERNMENTAL GRANT
("GG") INSTRUCTIONS**

CLEAN

REQUEST: Revise the “Payment Methodology” instructions included in Section C. of the Grant Contract (“GR”) and Governmental Grant (“GG”) Template as follows:

GR:

Payment Methodology

Pursuant to Central Procurement Office Policy 2013-007, any Grantor State Agency seeking to effect a partial, periodic, or total advance payment shall submit a Rule Exception Request – Advance Payments to justify the advance payment.

GG:

Payment Methodology

Pursuant to Central Procurement Office Policy 2013-007, any Grantor State Agency seeking to effect a partial, periodic, or total advance payment shall submit a Rule Exception Request – Advance Payments to justify the advance payment.

**GU MODEL E.#. ANNUAL REPORT AND
AUDIT**

REDLINE

REQUEST: Revise the Annual Report and Audit term in the GU Model as follows:

Annual Report and Audit

| This provision is rarely appropriate in a fee-for-service contract.

Add the following **ONLY** if the contractor is a *subrecipient* (refer to [F&A Accounts Policy 22](#) [Policy Number 2013-007 Grant Management and Subrecipient Monitoring Policy and Procedures](#)).

E.#. Annual Report and Audit. The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor that receives ~~five-seven~~ hundred ~~fifty~~ thousand dollars (\$~~75500~~,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133 [Subpart F](#), if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Contractor shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractor shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

**GU MODEL E.#. ANNUAL REPORT AND
AUDIT

CLEAN**

REQUEST: Revise the Annual Report and Audit term in the GU Model as follows:

Annual Report and Audit

 | This provision is rarely appropriate in a fee-for-service contract.

Add the following **ONLY** if the contractor is a *subrecipient* (refer to Policy Number 2013-007 Grant Management and Subrecipient Monitoring Policy and Procedures).

<p>E.#. <u>Annual Report and Audit.</u> The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor that receives seven hundred fifty thousand dollars (\$750,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133 Subpart F, if applicable, and the <i>Audit Manual for Governmental Units and Recipients of Grant Funds</i> published by the Tennessee Comptroller of the Treasury. The Contractor shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractor shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.</p>

GRANT CONTRACT (“GR”) TEMPLATE
D.19. AUDIT REPORT

REDLINE

REQUEST: Revise the Grant Contract ("GR") Template as follows:

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal _____year, the Grantee shall complete Attachment [reference the Notice of Audit Report document] to —notify the State whether or not Grantee is subject to an audit. The Grantee should submit only —one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit —and so indicates on Attachment [reference the Notice of Audit Report document] shall complete _____Attachment [reference the Parent Child Information document]. If the Grantee is subject to an _____audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance _____identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

_____A copy of the audit report shall be provided to the Comptroller by the licensed, independent public
_____accountant. Audit reports shall be made available to the public.

_____The ~~audit contract between the Grantee and the Auditor shall be on also submit a contract form prescribed by _____ the Comptroller. The Grantee shall be responsible for payment~~copy of fees for an audit prepared by a licensed, independent public accountant. ~~Payment~~the Notice of the Audit Report, Parent Child Form, and audit fees by the Grantee shall be _____subjectreport to the provision relatingState [contact listed in D.8. or to such fees contained within this Grant Contract. The Grantee _____ shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the _____ Comptroller. optional contact information]:

GRANT CONTRACT (“GR”) TEMPLATE
D.19. AUDIT REPORT

CLEAN

REQUEST: Revise the Grant Contract (“GR”) Template as follows:

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury (“Comptroller”) if during the Grantee’s fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment [reference the Notice of Audit Report document] to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee’s fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment [reference the Notice of Audit Report document] shall complete Attachment [reference the Parent Child Information document]. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller’s approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller’s requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget’s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State [contact listed in D.8. or to optional contact information]:

OTHER BUSINESS

ADVISORY COUNCIL ON STATE PROCUREMENT BYLAWS AND RULES OF PROCEDURES

Advisory Council on State Procurement Bylaws and Rules of Procedure

Effective: **DATE**

1. Purpose.

The purpose of this policy is to establish the Bylaws and Rules of Procedure for the Advisory Council on State Procurement (“Council”).

2. Voting Members.

The members of the Council shall consist of five (5) voting members and seven (7) nonvoting members, which are appointed as specified in Tenn. Code Ann. § 4-56-106. A majority of voting members, or three (3), shall constitute a quorum and shall be necessary to take official action at all Council meetings. Under Tenn. Code Ann. § 4-56-106(a)(3) “Proxy voting is prohibited by voting members of the council; provided, however, that, in instances where a voting member will be absent from a vote of the council, the member's appointing authority is authorized to appoint an alternate or designee for the vote.”

3. Meeting Attendance.

Under Tenn. Code Ann. § 4-56-106(f) the “Council shall meet at least twice each year for the discussion of problems and recommendations for improvement of the procurement process or any other matter relevant to procurement as determined by the chief procurement officer.” All Council meetings shall be governed by Robert’s Rules of Order. Each member is expected to attend, either in person or telephonically, each Council meeting. If a member misses more than two (2) consecutive meetings they may be considered ineligible for service during the remainder of their term, whereupon the appointing authority will be asked to provide a replacement to finish the remainder of the departing member’s term.

4. Conflict of Interest.

Each member shall sign a Conflict of Interest Statement, substantially similar to the one attached to this policy at Exhibit A, and has an ongoing duty to comply with such statements. If a member abstains from voting or a discussion due to a conflict of interest, this will not count as a missed meeting per Section 3 above.

5. Minutes.

Meeting minutes shall be kept in writing to maintain a record of members in attendance. Meeting minutes shall be presented for approval or correction by the Council at its next meeting subsequent to the meeting in which the action was taken.

**Conflict of Interest Statement
Members of the Advisory Council on State Procurement**

1. Each member of the Advisory Council on State Procurement shall avoid any action, whether or not specifically prohibited by statute or regulation, which might result in or create the appearance of:
 - i. Using public office for private gain;
 - ii. Giving preferential treatment to any person;
 - iii. Impeding government efficiency or economy;
 - iv. Losing complete independence or impartiality;
 - v. Making a government decision outside of official channels;
 - vi. Using their office for pecuniary gain; or
 - vii. Affecting adversely the confidence of the public in the integrity of the government.
2. Use of information. No Council member shall, directly or indirectly:
 - i. Use, disclose, or allow the use of official information which was obtained through or in connection with his or her appointment to the Council and which has not been made available to the general public for the purpose of furthering the private interest or personal profit of any person, including the Council member; or
 - ii. Engage in a financial transaction as a result of, or primarily relying upon, information obtained through his or her Council appointment.
3. Use of government property. No Council member shall make use of the facilities, equipment, personnel, or supplies of the State or its agencies for private use or gain, except to the extent that the use is incidental or de minimis or is lawfully available to the general public.
4. The Council member will avoid all known conflicts of interest, and to the extent he or she becomes aware of a conflict of interest in connection with any matter brought before the Council, he or she will disclose such conflict to the Chief Procurement Officer or his or her designee and will further recuse himself or herself from participating in any consideration of the matter.
5. While serving on the Council, the member will not participate in considerations or actions involving individuals in his or her immediate family, individuals employed by him or her, or his or her organization, services provided by him or her, or his or her organization, or any other matter in which his or her participation may create an appearance of bias or impropriety.
6. Questions on interpretation of this statement. When a Council member is in doubt as to the proper interpretation of this conflict of interest statement, he or she is expected to seek the advice of the Chief Procurement Officer or his or her designee.

Council Member Signature

Date