



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

- AGENDA -

PROCUREMENT COMMISSION MEETING #023
TUESDAY, NOVEMBER 1, 2016 - 10:00 A.M.
TN TOWER, 3RD FLOOR, NASHVILLE ROOM

Agenda Item	Page #
I. Call to Order	--
II. Approval of Minutes from August 18, 2016 Meeting (see attached documentation)	3
III. New Business: Proposed changes to the following Central Procurement Office documents (see attached documentation):	
(1) Amendment Request.....	10
(2) Edison Contract Entry Record Status Reset Request Model	13
(3) Strategic Technology Solutions ("STS") Pre-Approval Endorsement Request.....	17
(4) <i>Procurement Procedures Manual of the Central Procurement Office</i> - Section 6.7. - Purchase Order Exemptions.....	20
(5) Optional Contract Clause - Prison Rape Elimination Act ("PREA").....	23
(6) Division of Health Care Finance & Administration ("HCFA") Liquidated Damages Request.....	25
(7) Liquidated Damages Request.....	30
(8) Request for Qualifications Template - Section A. Mandatory Requirement Items...	32
(9) Request for Proposal Template - Section A. Mandatory Requirement Items	38
IV. Reports: (see attached documentation)	
(1) Certification Related Items	45
(2) Limitation of Liability	50
(3) Correction of Errors	52
(4) Memorandum of Understanding (MOU)	54
V. Other Business Consent to cancel November 10, 2016 Meeting	--
VI. Adjournment	--

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

**MINUTES OF AUGUST 18, 2016
MEETING**



MINUTES
PROCUREMENT COMMISSION MEETING #022
THURSDAY, AUGUST 18, 2016 – 2:00 P.M.
TN TOWER, 3RD FLOOR, NASHVILLE ROOM

Members in Attendance:

Larry B. Martin, Commissioner, Department of Finance and Administration; Justin P. Wilson, Comptroller of the Treasury; Robert E. Oglesby, Commissioner, Department of General Services; Mike Perry, Chief Procurement Officer

Others in Attendance:

Kevin Bartels, Shannon Howell, Don Ivancic, Tim Drown, Meryl McVicker, Bryan Chriske, Sheila Ewing-Agnew, Chris Ivey, Buddy Lea, John Stites, Angela White, Charissa Taylor, Charlotte McKinney

I. Call to Order.

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

II. Minutes from the June 20, 2016 Procurement Commission Meeting.

Commissioner Martin presented the June 20, 2016, minutes for approval and asked if there were any corrections or additions. Comptroller Wilson stated that his office had reviewed the minutes and made a motion to approve the minutes from the June 20, 2016, Procurement Commission meeting as presented. The motion was seconded by Commissioner Oglesby; whereupon the minutes were approved.

New Business:

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

Commissioner Martin asked Shannon Howell, Deputy Chief Procurement Officer, to present the New Business agenda items.

Ms. Howell asked permission to present the first three agenda items together as they all pertain to the Iran Divestment Act. There were no objections by Commission members.

Ms. Howell summarized the following points with regard to (1) Iran Divestment Act Provision in

Configurator, FA Template, and PO Template Terms and Conditions, (2) Iran Divestment Act Provision – New Bid Factor in Edison and Request For Qualifications (RFQ) and Request For Proposals (RFP) Templates - Statement of Certifications and Assurances, and (3) Iran Divestment Act Certification – New:

- Agenda Items (1), (2), and (3) are all related to the newly enacted Iran Divestment Act, codified at Tenn. Code Ann. § 12-12-101, et. seq.
- The law requires the Central Procurement Office (“CPO”) to create a list of persons it determines engage in investment activities in Iran. It also requires all persons contracting with the State, including a contract renewal or assumption, to certify, at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee of that person is not on a list created pursuant to § 12-12-106.

(1) Iran Divestment Act Provision in Configurator, FA Template, and PO Template Terms and Conditions

- This provision states that the contractor certifies it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

(2) Iran Divestment Act Provision – New Bid Factor in Edison and Request For Qualifications (RFQ) and Request For Proposals (RFP) Templates - Statement of Certifications and Assurances

- This is a new solicitation term for the respondent to certify at the time of response submission that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. This applies to ITB Bid Factor, and RFQ and RFP Statement of Certifications and Assurances.

(3) Iran Divestment Act Certification – New

- This certification is for use only when a contract is being renewed or extended. In cases where a contract is being amended, the procurement professional should add the new “Iran Divestment Act” contract term. This new Iran Divestment Act Certification will serve as a certification for the file only when a contract is only being renewed or extended and will eventually be phased out once all new contracts include the Iran Divestment Act term.

Ms. Howell added that the CPO will be communicating these changes through the creation of a new job aid, an update will be included in the CPO advisory circular, and the changes will be discussed at the CPO Collaborative and Executive user group meetings.

Comptroller Wilson asked if his understanding was correct that all three of these agenda items are either statutorily required or required to carry out the purposes of the statute. Ms. Howell confirmed that Comptroller Wilson was correct. Seeing no other questions or comments, Comptroller Wilson made a motion to approve (1) Iran Divestment Act Provision in Configurator, FA Template, and PO Template Terms and Conditions, (2) Iran Divestment Act Provision – New Bid Factor in Edison and Request For Qualifications (RFQ) and Request For

Proposals (RFP) Templates - Statement of Certifications and Assurances, and (3) Iran Divestment Act Certification - New, as presented. The motion was seconded by Commissioner Oglesby; whereupon agenda items (1), (2), and (3) were approved.

(4) Click-Wrap Agreement Approval Request

Ms. Howell presented the following points with regard to the Click-Wrap Agreement Approval Request:

- The proposed change relates to the contact information for both the agency and the Contractor. A field was added on the form for the contact name and email address for easier communication.

Comptroller Wilson made a motion to approve the Click-Wrap Agreement Approval Request as presented. The motion was seconded by Commissioner Oglesby; whereupon the item was approved.

(5) *Procurement Procedures Manual of the Central Procurement Office* ("Manual") - Section 4.3, Identification Codes

Ms. Howell summarized the following points with regard to *Procurement Procedures Manual of the Central Procurement Office* - Section 4.3, Identification Codes:

- The Manual has been updated to reflect the conversion from the National Institute of Government Purchasing (NIGP) codes to the United Nations Standard Products and Services Code (UNSPSC).
- UNSPSC was strategically initiated by the State to provide greater granularity to the State's spend analysis process, especially with the State's growing e-procurement spend.
- By moving to the UNSPSC codes the State avoided the expense of having Oracle build a customized module to handle NIGP codes because the Edison upgrade to 9.2 is structured for UNSPSC as the default commodity code.

Seeing no questions or discussion, Comptroller Wilson made a motion to approve *Procurement Procedures Manual of the Central Procurement Office* - Section 4.3, Identification Codes as presented. The motion was seconded by Commissioner Oglesby; whereupon the item was approved.

Ms. Howell asked permission to present agenda items (6) and (7) together as they both pertain to the subject of Tied Responses. There were no objections by Commission members.

Ms. Howell summarized the following points with regard to:

- (6) *Procurement Procedures Manual of the Central Procurement Office* - Section 5.13.2, Tied Responses - Resolution
- (7) Central Procurement Office Policy Number 2013-002, *Procurement Methods Policy and Procedures*, Section 17 - Tie Responses

- The TCA reference has been updated from Tenn. Code Ann. § 12-4-121 to 12-3-1113 (as 12-4-121 was transferred to 12-3-1113).
- In addition to updating the statutory reference, Policy No. 2013-002, was modified to add an opportunity to further negotiate before resorting to a coin toss to break a tie.

Mr. Perry added that the referenced negotiation would be on cost. For example, if there were a tie on cost, the CPO could use a best and final offer (BAFO) method to break the tie and not have to resort to a coin toss.

Seeing no other questions or comments, Comptroller Wilson made a motion to approve agenda items (6) *Procurement Procedures Manual of the Central Procurement Office – Section 5.13.2, Tied Responses – Resolution* and (7) *Central Procurement Office Policy Number 2013-002, Procurement Methods Policy and Procedures, Section 17 – Tie Responses*, as presented. Commissioner Oglesby seconded the motion; whereupon agenda items (6) and (7) were approved.

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

Ms. Howell highlighted the following proposed changes with regard to Central Procurement Office Policy Number 2015-010, *Statewide Purchasing Card Policy and Procedures*:

- Removes all references to Citibank and CitiManager and their customer service numbers to make the policy Supplier neutral. The current policy refers specifically to Citibank as the supplier and the State may soon be changing suppliers.
- Removes references to “Vendor” and replaces them with “Supplier”, the preferred term after the Edison upgrade.
- Section 5.1 - changes the word “and” to “or” because the individual cardholder and the State Agency Approver do not both need to dispute Transactions. Typically, the cardholder is responsible for disputing transactions with the Bank that appear to be fraudulent or a merchant error and the State Agency approver will confirm the Transactions.
- Section 5.4 – the supervisor only approves or rejects Transactions. It is the responsibility of the Cardholder to dispute Transactions.
- Removes references to “hard-copy” and “original receipts” in Section 5.1. This is to be consistent with the language in Section 3.2.1 and statewide RDA SW23 which provides that the P-Card documents may be maintained in either paper or electronic format.
- Sections 5.2 and 9.1 - replace the word “audit” with the word “reviewed.” These two words have very different meanings for auditors and were used inconsistently. The intent was never for the P-Card Administrator to perform an annual audit and this clears up any ambiguity.
- Section 10.4 – changes reference to the “general ledger” to the “chart of accounts”... the State agency should ensure that all transactions are allocated to the chart of accounts on or before the billing cycle reconciliation due date (which is normally by the 20th of each month).

Comptroller Wilson commented that some of these changes were a result of questions by State Audit and made a motion to approve Central Procurement Office Policy Number 2015-

010, *Statewide Purchasing Card Policy and Procedures* as presented. Commissioner Oglesby seconded the motion and thanked State Internal Audit staff and COT staff for assisting in identifying these improvements; whereupon the item was approved.

(9) State Agency P-Card Procedures Model

Ms. Howell summarized the following points with regard to the State Agency P-Card Procedures Model:

- The instructions to the State Agency P-Card Procedures Model have been modified to include email addresses for instructional guidance (both P-Card and COT email addresses).
- Also, further instructions are provided that the model serves as a guide and is intended to have flexibility to adjust to each State Agency's specific needs. If completed procedures are not submitted, the State Agency must follow the statewide purchasing card policy and procedures (essentially adopt them as their own) and coordinate State Agency Employee roles with the statewide P-Card program administration team. These changes are in line with other CPO models that include generic email addresses and instructions on the document itself.
- Like the Policy, removes references to a particular bank and to vendors to make the State Agency P-Card Procedures Model supplier neutral.
- Section 5.1 - clarifies responsibilities of the State Agency P-Card Program Coordinator. Responsibilities clarified include weekly verification and approval; and to immediately inform the Statewide P-Card Program Administrator of any misuse, abuse, or fraudulent use of P-Card.
- Sections 5.2 and 7.1 – clarifies that Cardholders are responsible for disputing transactions not their supervisors.
- Added websites for reference to policies available online.
- Changed Single Transaction Limit definition, Section 10.2, regarding the \$50,000 limit for Central Fiscal Office P-Card.
- Added instructional language to address an agency's internal controls if an agency chooses to have a designated State Agency Central Fiscal Office P-Card. The agency may either add it to Section 8. 2 of the procedures or as an addendum to the procedures.

Comptroller Wilson made a motion to approve the State Agency P-Card Procedures Model as presented. Commissioner Oglesby seconded the motion; whereupon the item was approved.

Commissioner Martin thanked Ms. Howell for presenting the New Business items and moved to the next agenda item.

IV. Reports:

Chief Procurement Officer Perry presented the following standard reports for informational purposes:

- 1) Certification Related Items – lists any recertifications, new certifications, and decertifications since last Procurement Commission meeting

- 2) Limitation of Liability – lists those granted since last Procurement Commission meeting
- 3) Correction of Errors – lists corrections since last Procurement Commission meeting
- 4) Memorandum of Understanding – lists activity since last Procurement Commission meeting

Chief Procurement Officer Perry added that these standard reports were being presented for acknowledgement only by the Procurement Commission with no action needed.

Comptroller Wilson expressed his appreciation for presentation of the Limitation of Liability report and stated that he found it to be very helpful as it is COT's job to review the report items and ensure that COT is comfortable with them.

Commissioner Martin acknowledged receipt of all four reports and thanked Mr. Perry for the information.

V. Other Business.

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

VII. Adjournment.

Seeing no other business to be heard, a motion to adjourn was made by Comptroller Wilson and seconded by Commissioner Oglesby; whereupon the August 18, 2016 Procurement Commission meeting was adjourned.

AMENDMENT REQUEST

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED	
CHIEF PROCUREMENT OFFICER	DATE

Agency request tracking #	
1. Procuring Agency	
2. Contractor	
3. Edison contract ID #	
4. Proposed amendment #	
5. Contract's Original Effective Date	
6. Current end date	
7. Proposed end date	
8. Current Maximum Liability or Estimated Liability	\$
9. Proposed Maximum Liability or Estimated Liability	\$
10. Strategic Technology Solutions Pre-Approval Endorsement Request <i>- information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. eHealth Pre-Approval Endorsement Request <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Human Resources Pre-Approval Endorsement Request <i>- state employee training service</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
13. Explain why the proposed amendment is needed	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	

Agency request tracking #	
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	

**EDISON CONTRACT ENTRY RECORD
STATUS RESET REQUEST MODEL**

EDISON CONTRACT ENTRY RECORD STATUS RESET REQUEST MODEL

At the last step of contracting document approval routing, the Edison Contract Entry Record status is reset from "Open" to "Approved." The action denotes only that the contract, as may be amended, has been approved by required authorities. (It is not an indication of any review or endorsement of any entry in an Edison Record field.)



There are several reasons why procuring agency staff may need to set an Edison record status to "Open" after it was previously set to "Approved." Reasons may include, but are not limited to, changing the data recorded in Edison Record fields for any reason or even opening a record by mistake. Likewise, there may be reasons that a contract document Summary Cover sheet must be revised (although an amendment is not necessary). This policy addresses how the procuring agency must request the RESET an Edison record status from "Open" to "Approved" or a Summary Cover Sheet revision.

ALL instructions below must be followed **EXACTLY**.

- (1) Use the Edison system "amendment" process to submit an *Edison Record Status Reset Request*. (It will document approvals for a contract entry record status reset as requested and any associated revision of the record data, however it will NOT effect or constitute an actual contract amendment. These requests will not be logged or tracked, and CPO affirmative responses within the Edison approval routing will be perfunctory and for purposes of system processing only. The substantive approvals will be those recorded by the procuring agency and F&A Budget (as may be automatically required by the Edison System) as well as Comptroller staff.
- (2) Complete an *Edison Record Status Reset Request* using the model format (complete form fields and replace **RED** instructional text with the correct information in regular style print of conforming font and color as appropriate). The model continues below:
- (3) Save or scan the request as a PDF file and attach it to the relevant Edison Document Management record (just as an Amendment Request would be attached for an actual contract amendment).
- (4) Complete the title field for the attached request exactly as follows (replace **DATE** with the request date):

9 – Reset - # Number

(as in this picture below)

Attachments		Personalize Find  		First	1-4 of 4	Last
Files	Description					
Allow Email Dispatch	File Name	Title				
✓	33136-001118_Contract.pdf	4 FA - 45235				
	45235.pdf	7 Approval - 45235				
	45235_7 18.16.pdf	9 Reset - 45235 - 7/18/16				

- (5) Insert an **Approval Comment** on the **Edison Approval Routing** page exactly as follows (replace **DATE** with the request date):

DATE EDISON RECORD STATUS RESET REQUEST - NOT AN AMENDMENT

(as in this picture below)

The screenshot displays the Edison system interface. At the top left is the Edison logo, and at the top right is the text "The State of Tennessee's Enterprise Resou". Below the logo are navigation links: "Home | Worklist | MultiChannel Console | Add t". The main content area is titled "Post Budget" and contains a workflow diagram with two "Not Routed" steps, each labeled "Multiple Approvers" and "Document Approval - Comptrolle" and "Document Approval 3". Below the workflow is an "Approval Comment History" section, which is circled in red. It contains the text: "Melinda C Mcclary at 2/2/2010 - 7:51 AM" and "2/2/10 EDISON RECORD STATUS RESET REQUEST - NOT AN AMENDMENT". At the bottom of the screenshot is a section titled "Approval Alerts".

- (6) Submit the request for approvals.

Note: the *Edison Record Status Reset Request* approval will NOT effect or constitute an actual contract amendment.

Edison Contract Entry Record Status Reset Request

Request Date

Edison Contract Record ID #

SECTION A – complete if the request does NOT involve a Summary Cover Sheet revision

Why was the record status set to Open?

Complete the schedule below to detail the exact changes made to the Edison record.
(in lieu of completing the schedule, attach “before” and “after” Edison screen prints of revised fields)

EDISON FIELD ID	BEFORE REVISION ENTRY	POST REVISION ENTRY

SECTION B – complete if the request involves a Summary Cover Sheet revision

Why is the Summary Cover Sheet revision necessary?

Does the revised Summary Cover Sheet document following this page detail all and highlight each necessary change from the prior Summary Cover Sheet?

YES NO

SECTION C – complete for ALL requests

Are ALL Edison record changes (if any) compliant with the subject contract (as amended)?

CONFIRMED NOT CONFIRMED

Signature of Fiscal Officer (who reviewed the subject Edison Record & approved this request)

Fiscal Officer Title

**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

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

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.

Contracting Agency	
Agency Contact (name, phone, e-mail)	

Applicable RFS #**Attachments Supporting Request** (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- Solicitation Document
- Special Contract Request
- Amendment Request
- Proposed Contract/Grant or Amendment
- Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required):

- Applicable – Approved ISP Project#
- Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.

***PROCUREMENT PROCEDURES
MANUAL OF THE CENTRAL
PROCUREMENT OFFICE***
**SECTION 6.7, PURCHASE ORDER
EXEMPTIONS**

REQUEST: Add the following to the *Procurement Procedures Manual of the Central Procurement Office Table of Contents* and revise Section 6.7. as follows:

6.7. *Purchase Order Exemptions.*

Due to the unique nature of the goods or services involved, the CPO will not require a Purchase Order to accompany payment requests for the enumerated items below.

6.7.1. *Informal Purchases.*

The items listed below do not require a Purchase Order or a contract if:

- (a) they are not available on a statewide or agency term contract;
- (b) they are supported by an invoice from the vendor of the goods or services; and,
- (c) performance occurs in no more than ninety (90) days:

- Telephone bills
- Utility bills, including connection fees
- Postage charges in connection with use of postage meter machines owned or leased by the State
- Title insurance

6.7.2. *Small Purchases.*

The items listed below do not require a Purchase Order or a contract if:

- (a) they are not available on a statewide or agency term contract;
- (b) they are supported by an invoice from the vendor of the goods or services;
- (c) performance occurs in no more than ninety (90) days; and,
- (d) the purchase does not exceed ten thousand dollars (\$10,000):

- Landfill charges
- Books, periodicals, or publications
- Advertisements, e.g., through sponsorships, radio, television, print, or internet

- Freight charges not incurred in connection with the purchase of supplies or equipment
- Bonding fees
- Notary public fees
- Deed registration fees
- Court fees
- Fees in connection with titles or title searches
- Building permits
- Meeting expenses, e.g., charges for reserving a meeting venue and expenses for refreshments served at meetings
- Vehicle rental while on approved travel
- Tuition, fees, and supplies for state employee training
- Chemical and pesticide samples tested by the Tennessee Department of Agriculture as required by federal or state law (individual purchases cannot exceed \$200.00)
- Prescriptions for the emergency treatment of clients or wards of the State
- Late fees incurred under the Prompt Pay Act
- Postage charges not in connection with a State leased or owned postage meter machine

**OPTIONAL CONTRACT CLAUSE –
PRISON RAPE ELIMINATION ACT
("PREA")**

REQUEST: Add the Prison Rape Elimination Act (PREA) to the document configurator and to all contract templates and models as an optional special term and condition. Replace the word "Contractor" with "Grantee" when applicable.

Prison Rape Elimination Act (PREA)

Add the following Section as appropriate.

Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

**DIVISION OF HEALTH CARE FINANCE
& ADMINISTRATION (“HCFA”)
LIQUIDATED DAMAGES REQUEST**

REQUEST: Revise the FA Template instructions, considerations, and options to include optional language related to “Liquidated Damages” for HCFA. The optional language will include adding to the *pro forma* contract at Section A. Scope, Section E. Special Terms and Conditions, and a new Contract Attachment.

Option: Liquidated Damages – HCFA

The incorporation of the *pro forma* Liquidated Damages language below will require an approved Liquidated Damages Request. The below language may only be utilized by the Division of Health Care Finance & Administration (HCFA) and does not require an approved Rule Exception Request.

Add the following section to the *pro forma* contract Scope:

A.#. Control Memorandum Process.

- a. The Control Memorandum (“CM”) process shall be utilized by the State to clarify Contract requirements, issue instruction to the Contractor, document action required of the Contractor, or request information from the Contractor. In addition, the CM process shall be used by the State to impose assessments of damages, either actual or liquidated. This process will be used to address issues or matters that do not require a contract amendment. Each CM must be in writing and indicate the date on which it was issued. CMs may provide relevant history, background, and other pertinent information regarding the issue(s) being addressed in the CM. Each CM will establish a deadline or timeframe for the Contractor’s reply or other action. All CMs submitted to the Contractor must be signed and approved by the State’s Project Director (or his/her designee). When the CM pertains to damages, either actual or liquidated, the State may issue consecutive CMs, as may be necessary or appropriate.
- b. A CM may include one (1) or more of the five (5) components of the CM process described below:
 - (1) On Request Report – a request directing the Contractor to provide information by the time and date set out in the CM.
 - (2) Control Directive (CD) – instructions that require the Contractor to complete, within a designated timeframe, one (1) or more deliverables or to perform any other request from the State that is within the scope of the Contract. The CD may include a Corrective Action Plan. A CD may also provide clarification of certain Contract terms. Once a CM/CD has been issued, it shall be considered to be incorporated into this Contract.
 - (3) Notice of Potential Damages (Actual or Liquidated) (NPD) – notification to the Contractor that the State has determined that a potential Contract performance or compliance failure exists and that the State is contemplating assessing damages. The NPD shall identify the Contract provision(s) on which the State determination rests.
 - (4) Notice of Calculation of Potential Damages (Actual or Liquidated) (NCPD) – notification to the Contractor that provides a calculation of the amount of potential damages that the State is contemplating assessing against the Contractor. NPDs

and NPCDs may be issued consecutively or simultaneously.

- (5) Notice of Intent to Assess Damages (Actual or Liquidated) (NIAD) – notification to the Contractor that the State is assessing damages and specifying whether the damages, due to a performance or compliance failure, are actual damages or Liquidated Damages and setting out the performance or compliance failure underlying each intended damage assessment. The NIAD shall identify the NPD and NCPD upon which it is based. The NIAD shall specify the total amount and type of damages, whether actual or liquidated, that the State intends to assess. Following the issuance of an NIAD, the State may elect to withhold damages from payments due to Contractor. The State may not issue a NIAD without first issuing a NPD and a NPCD. The State may not obtain both Liquidated Damages and Actual Damages for the same occurrence of a Contract performance or compliance failure.
- c. Damages for failure to comply with CM. The Contractor shall fully comply with all CMs. Failure to do so may result in the State pursuing recovery of damages, as defined in Section E.#, including Liquidated Damages as listed in Contract Attachment Reference, a corrective action plan, and/or termination of the Contract.
- d. Appeal of Damages by Contractor. Contractor may appeal either the basis for NPD or calculation of NCPD potential damages, either actual or liquidated. To do so, the Contractor shall submit to the State's Project Director (or his/her designee) a written response to the NPD and/or NCPD within ten (10) business days of receipt of a CM which includes a NPD or a NCPD. The State's Project Director (or his/her designee) shall review the appeal and provide notice of his/her determination to the Contractor through a CM. If the Contractor disagrees with the State's Project Director's (or his/her designee) initial appeal determination or the State's Project Director (or his/her designee) is unable to resolve the appeal, the Contractor may submit a written request to the State's Project Director (or his/her designee) that the matter be escalated to senior management of the Agency. Contractor shall submit such a request for escalation within ten (10) business days of its receipt of the initial appeal determination from the State's Project Director (or his/her designee) or of notification by the State's Project Director that he/she is unable to resolve the appeal. The State's senior management shall provide written notice of its final determination to the Contractor within ten (10) days of the receipt of the appeal from the Contractor. Upon appeal or escalation, the State shall not increase the amount of the potential damages.

AND add the following section to section E. Special Terms and Conditions:

E.# Liquidated Damages.

In the event of a Contract performance or compliance failure by the Contractor, the State may, but is not obligated to address such Contract performance or compliance failure and/or assess damages ("Liquidated Damages") in accordance with Attachment Reference of the Contract. The State shall notify the Contractor of any amounts to be assessed as Liquidated Damages via the Control Memorandum process specified in Contract Section A.#. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Contract performance or compliance failure, as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Contract Attachment Reference and agrees that these amounts represent a reasonable relationship between the

amount and what might reasonably be expected in the event of a Contract performance or compliance failure, are a reasonable estimate of the damages that would occur from a Contract performance or compliance failure, and are not punitive. The Parties agree that although the Liquidated Damages represent the reasonable estimate of the damages and injuries sustained by the State due to the Contract performance or compliance failure, they do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages as a result of a Contract performance or compliance failure before availing itself of any other remedy. In the event of multiple Contract performance or compliance failures, the Parties recognize that the cumulative effect of these Contract performance failures may exceed the compensation provided by Liquidated Damages. The State may choose to avail itself of any other remedy available under this Contract or at law or equity. The Parties further recognize that the State may not obtain both Liquidated Damages and Actual Damages for the same occurrence of a Contract performance or compliance failure.

Without regard to whether the State has imposed Liquidated Damages or pursued any other remedy due to any action or inaction by the Contractor, the State may impose a corrective action plan or similar measure through a Control Memorandum. Such measure is neither punitive nor related to any damages the State might suffer.

AND add the following Contract Attachment, Liquidated Damages:

ATTACHMENT REFERENCE

LIQUIDATED DAMAGES

In the event of a Contract performance or compliance failure by Contractor and such Contract performance or compliance failure is not included in the following table with an associated Liquidated Damage amount, the parties hereby agree that the State may choose one of the following courses of action in order to obtain redressability for such Contract performance or compliance failure: (1) the State may assess actual damages resulting from the Contract performance or compliance failure against the Contractor in the event that such actual damages are known or are reasonably ascertainable at the time of discovery of such Contract performance or compliance failure or (2) if such actual damages are unknown or are not reasonably ascertainable at the time of discovery of the Contract performance or compliance failure, the State may (a) require the Contractor to submit a corrective action plan to address any such Contract performance or compliance failure and (b) assess liquidated damages against Contractor for an amount that is reasonable in relation to the Contract performance or compliance failure as measured at the time of discovery of the Contract performance or compliance failure. In the event that the State chooses to assess a Liquidated Damage for a Contract performance or compliance failure according to the immediately preceding sentence, in no event shall such Liquidated Damage be in excess of \$1,000 for any single Contract performance or compliance failure.

HCFA may elect to apply the following liquidated damages remedies in the event the Contractor fails to perform its obligations under this Contract in a proper and/or timely manner. Upon determination by HCFA that the Contractor has failed to meet any of the requirements of this Contract in a proper and/or timely manner, HCFA will notify the Contractor in writing of the performance or compliance failure and of the potential liquidated damages to be assessed. Should the performance or compliance failure remain uncorrected for more than thirty (30) calendar days from the date of the original notification of the performance or compliance failure by HCFA, HCFA may impose an additional liquidated damage of Five Hundred Dollars (\$500) per day from the date of the original notification to Contractor until said performance or compliance failure is resolved.

All liquidated damages remedies set forth in the following table may, at HCFA's election, be retroactive to the date of the initial occurrence of the failure to comply with the terms of the Contract as set forth in the notice of performance or compliance failure from HCFA and may continue until such time as the HCFA Deputy Commissioner, or the Deputy Commissioner's representative, determines the performance or compliance failure has been cured.

If liquidated damages are assessed, HCFA shall reduce the amount of any payment due to the Contractor in the next invoice by the amount of damages. In the event that damages due exceed the amount HCFA is to pay to Contractor in a given payment, HCFA shall invoice Contractor for the amount exceeding the amount payable to Contractor, and such excess amount shall be paid by Contractor within thirty (30) calendar days of the invoice date. In situations where the Contractor wishes to dispute any liquidated damages assessed by HCFA, the Contractor must submit a written notice of dispute, including the reasons for disputing the liquidated damages, to the HCFA Deputy Commissioner or the Deputy Commissioner's representative within thirty (30) calendar days of receipt of the notice from HCFA containing the total amount of damages assessed against the Contractor. If the Contractor fails to timely dispute a liquidated damages assessment as set forth herein, such failure shall constitute a bar to the Contractor seeking to have the assessment amount overturned in a forum or court of competent jurisdiction.

Liquidated damages will apply to the Contract performance or compliance failures listed below. Contractor acknowledges that the actual damages likely to result from Contract performance or compliance failures are difficult to estimate and may be difficult for the State to prove. The parties intend that the Contractor's payment of assessed liquidated damages will compensate the State for breach of the Contractor obligations under this Contract. Liquidated damages do not serve as punishment for any breach by the Contractor.

LIQUIDATED DAMAGES REQUEST

Liquidated Damages Request

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

APPROVED	
CHIEF PROCUREMENT OFFICER	DATE

Request Tracking #	
1. Contracting Agency	
2. Solicitation or Contract #	
3. Requestor Contact Information – name, e-mail address & telephone #	
4. Goods or Services Description <i>brief summary only– do NOT restate the proposed scope of service</i>	
5. Complete the table below, deleting or adding additional Liquidated Damages Events as necessary. In lieu of completing the fields below, the requestor may also include the details requested below on a separate document attached to this completed request.	

Liquidated Damages Event <i>Enter event giving rise to the liquidated damages (attach contract and include contract section references to describe Contractor's required activity or deliverable as applicable)</i>	Liquidated Damages Amount <i>Enter assessed monetary amount if the Liquidated Damages Event occurs (e.g., one thousand dollars (\$1,000.00) for each day beyond the deadline that any service deliverable is not completed).</i>	Method used to estimate the Liquidated Damages Amount <i>Explain how the liquidated damages amount was selected. Reminder: assessment amounts should be a reasonable estimate of the damages that would occur from the Liquidated Damages Event.</i>

Signature of Agency head, authorized designee, or Agency Legal Counsel, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)

**REQUEST FOR QUALIFICATIONS
TEMPLATE – SECTION A. MANDATORY
REQUIREMENTS**

REQUEST: Revise the RFQ Template Section A and related instructional text as follows:

ATTACHMENT A: TECHNICAL RESPONSE & EVALUATION GUIDE

Option: Page Limitation.

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

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

Proof of Financial Ability to Perform

One or more of the following optional provisions for a respondent to show its financial ability to perform must be added to RFQ Attachment A table if appropriate. Solicitation coordinators should consider the effect on competition of requiring excessive financial ability to perform documentation in light of the goods or services being procured. In the interests of flexibility, one or more of the following optional provisions must be utilized.

Option: Bank Reference

Add the following row to the RFQ Attachment A table (after the template items) if appropriate to require the submission of a bank reference as evidence of Respondent’s financial stability/responsibility.

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

Option: Credit References

Add the following row to the RFQ Attachment A table (after the model items) if appropriate to require the submission of vendor credit references as evidence of Respondent’s financial stability/responsibility.

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

Option: Credit Bureau Report

Add the following row to the RFQ Attachment A table (after the model items) if appropriate to require the submission of a credit bureau report as evidence of Respondent’s financial stability/responsibility.

	A.#	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient	
--	------------	---	--

		and will <u>not</u> be considered responsive.)
--	--	--

Option: Credit Rating

Add the following row to the RFQ Attachment A table (after the model items) if appropriate to require the submission of a credit rating as evidence of Respondent’s financial stability/responsibility.

	A.#	Provide a current credit rating from Moody’s, Standard & Poor’s, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent.
--	------------	--

Option: Credit Rating – Credit Bureau Report Option.

Some companies may not have an official credit rating from one of the four major credit rating services. Therefore, requiring credit ratings (as detailed above) without an alternative to the requirement could conceptually prevent certain companies from responding to the RFQ.

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

Insert the following paragraph in the optional credit rating requirement text (above) if appropriate.

OR, in lieu of the aforementioned credit rating, provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)

Option: Cash Flow Information.

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

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

Option: Certificate of Insurance.

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

Add, delete, or revise subsections detailing insurance coverage requirements as appropriate. (If this response requirement item is added to the RFQ, the appropriate Insurance provision must be detailed in

the *pro forma* contract, and the insurance coverage requirements specified in both the RFQ and the *pro forma* contract must agree.)

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

Option: Audited Financial Statements.

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

	<p>A.# Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ul style="list-style-type: none"> (1) reflect an audit period for a fiscal year ended within the last 36 months (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted 	
--	--	--

	<p>Accounting Principles (US GAAP);</p> <p>(4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. ▪ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions. 	
--	---	--

Option: Audited Financial Statements – Line of Credit Option.

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

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

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

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

Option: Audited Financial Statements – Additional Requirement.

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

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

Option: Proposal Bond Confirmation.

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

	A.#	Provide a proposal bond issued by a surety company licensed to do business in the State of Tennessee in the amount of \$ __. __.	
--	------------	--	--

Contingent Requirement: Performance Bond Confirmation.

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

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

Option: Additional Mandatory Requirements.

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

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

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

REQUEST FOR PROPOSALS TEMPLATE
SECTION A. MANDATORY
REQUIREMENTS

REQUEST: Revise the RFP Template Section A and related instructional text as follows:

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		qualification.	
	A.2.	<p>Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p>NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</p>	
	A.3.	INSERT APPROPRIATE MANDATORY REQUIREMENT OPTIONS AS NEEDED. (FOLLOWING A.2., YOU MUST INCLUDE AT LEAST ONE OPTION TO DETERMINE FINANCIAL RESPONSIBILITY).	
	A.#.	IF NEEDED, INSERT ADDITIONAL MANDATORY REQUIREMENT OPTIONS. IF MORE THAN ONE ADDITIONAL OPTION IS NEEDED, CREATE A NEW, ADDITIONAL ROW BELOW AND ADD THE OPTION LANGUAGE.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION A

Proof of Financial Ability to Perform

One or more of the following optional provisions for a respondent to show its financial ability to perform must be added to RFP Attachment 6.2., Section A table if appropriate. Solicitation coordinators should consider the effect on competition of requiring excessive financial ability to perform documentation in light of the goods or services being procured. In the interests of flexibility, one or more of the following optional provisions must be utilized.

Option: Bank Reference

Add the following row to the RFP Attachment 6.2, Section A table (after the template items) if appropriate to require the submission of a bank reference as evidence of Respondent’s financial responsibility.

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

Option: Credit References

Add the following row to the RFP Attachment 6.2, Section A table (after the template items) if appropriate to require the submission of vendor credit references as evidence of Respondent’s financial responsibility.

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

Option: Credit Bureau Report

Add the following row to the RFP Attachment 6.2, Section A table (after the template items) if appropriate to require the submission of a credit bureau report as evidence of Respondent’s financial responsibility.

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

Option: Credit Rating

Add the following row to the RFP Attachment 6.2, Section A table (after the template items) if appropriate to require the submission of a credit rating as evidence of Respondent’s financial responsibility.

	A.#	Provide a current credit rating from Moody's, Standard & Poor's, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent.
--	------------	--

Option: Credit Rating – Credit Bureau Report Option.

Some companies may not have an official credit rating from one of the four major credit rating services. Therefore, requiring credit ratings (as detailed above) without an alternative to the requirement could conceptually prevent certain companies from responding to the RFP.

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

Insert the following paragraph in the optional credit rating requirement text (above) if appropriate.

OR, in lieu of the aforementioned credit rating, provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)

Option: Certificate of Insurance.

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) **ONLY IF** a Certificate of Insurance is considered necessary evidence of contractor financial responsibility. (Specifying insurance requirements in the *pro forma* contract does not necessitate adding this optional response requirement.)

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

	A.#	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <ul style="list-style-type: none"> (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages: <ul style="list-style-type: none"> (i) Workers' Compensation/ Employers' Liability with a limit not less than the relevant statutory amount or WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence for employers' liability; (ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence and WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) aggregate; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence; and
--	------------	---

		<p>(iv) Professional Malpractice Liability with a limit of not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per claim.</p> <p>(e) The following information applicable to each type of insurance coverage:</p> <p>(i) Coverage Description,</p> <p>(ii) Exceptions and Exclusions,</p> <p>(iii) Policy Effective Date,</p> <p>(iv) Policy Expiration Date, and</p> <p>(v) Limit(s) of Liability.</p>	
--	--	--	--

Option: Audited Financial Statements.

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

	A.#	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ol style="list-style-type: none"> (1) reflect an audit period for the most recent available fiscal year; (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of a C.P.A. employed by the State and charged with the financial document review of the Respondent, to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. ▪ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number and state in which the person or entity is licensed. 	
--	------------	---	--

Option: Audited Financial Statements – Line of Credit Option.

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

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

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

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

Contingent Requirement: Performance Bond Confirmation.

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

	A.#	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it.	
--	------------	---	--

Option: Additional Mandatory Requirements.

Typically, each mandatory requirement item must be drafted such that it is capable of being objectively determined on a "yes/no" basis. Do not include a mandatory requirement that entails a response that should or must be more subjectively evaluated. Qualitative evaluation should not be required to determine whether the response was reasonable and adequate to satisfy each mandatory requirement.

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

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

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

**CERTIFICATION RELATED
DOCUMENTATION**



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

RE-CERTIFICATION

September

1. Item No. 763.19a
Service: Janitorial Services
Agency/Location: Tennessee Department of Military
Tennessee Army National Guard, Army Aviation Support Facility #2, 112 Army Drive,
Louisville, Tennessee
Annual Price: \$31,668.12 or \$1.578985 per square foot.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

2. Item No. 763.A65
Service: Janitorial Services
Agency/Location: Tennessee Department of Military
Tennessee Air National Guard, G, 1-230th ACS, A.A.S.F. #3 Hanger Office Space
2254 Westover Road, Jackson, Tennessee 38301
Annual Price: \$10,634.40 annually or \$0.89 per square foot.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

3. Item No. 763.A66
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
TDOT Region IV Headquarters, 300 Benchmark Place, Jackson, Tennessee 38301.
Annual Price: \$112,040.88 annually or \$1.57991 per square foot per year.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

LARRY MARTIN, Chairman
Commissioner of Finance & Administration

JUSTIN P. WILSON
Comptroller of the Treasury

ROBERT E. OGLESBY
Commissioner of General Services

MIKE PERRY
Chief Procurement Officer

4. Item No. 763.77
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
TDOT Motor Pool, First Street North, Nashville, Tennessee.
Annual Price: \$4,735.08 annually or \$5.20338 per square foot per year.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017
5. Item No. 763.67
Service: Car Wash & Vehicle Inspection
Agency/Location: Tennessee Department of Transportation
TDOT Motor Pool, First Street North, Nashville, Tennessee.
Annual Price: \$17,957.04 annually or \$18.67 per vehicle at a minimum rate of 18.5 vehicles per week. If more than 18.5 vehicles are washed each week, etc., depending upon the demand and available time, then the price per vehicle will be less.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017
6. Item No. 763.19
Service: Janitorial Services
Agency/Location: Tennessee Department of Military
Tennessee Air National Guard Base, Nashville International Airport, Nashville, Tennessee
Annual Price: \$43,372.68 annually or \$0.9560 per square foot per year.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017
7. Item No. 763.A130
Service: Drug Testing Kits
Agency/Location: Statewide Contract #920
Annual Price: \$1,113,107.70 July 2015 through June 2016
Price increase requested along with an additional line item: Drug test bluing tablets \$21.20 per 100 tablets
Satisfaction: One vendor complaint was filed. Items in the complaint have been addressed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017
8. Item No. 763.36ad
Service: Female Sanitary Products
Agency/Location: Statewide Contract #924
Annual Price: \$64,960.91 August, 2014 through July, 2015

Price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

9. Item No. 763.A1269
Service: Grease Trap Service
Agency/Location: Statewide Contract #917
Annual Price: \$105,471.79 (August, 2014 through July, 2015).
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

10. Item No. 763.A170
Service: Used Cooking Oil Services (Revenue Producing)
Agency/Location: Statewide Contract #922
Annual Price: \$0 annually (Rebate to state agency is based per gallon of used cooking oil. Rebate value minus six percent for CNA fee will be reimbursed to the State.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

October

1. Item No. 763.A177
Service: Continuous Forms & Snap-Out Forms
Agency/Location: Statewide Contract #923
Annual Price: \$815,578.81 (September, 2015 through August, 2016)
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 11/01/2016 – 10/31/2017

ADDENDUM

September

1. Item No. 763.20
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
TDOT Rest Area Operation & Maintenance
Annual Price: \$4,205,760.44 annually or \$350,480.03 per month.
Price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/2016 – 06/30/2017

NEW CERTIFICATION

October

1. Item No. 763.A180

Service: Janitorial Services

Agency/Location: Tennessee Department of Transportation

TDOT Buildings: A, C, E, 6630 Centennial Blvd., Nashville TN

Unit Prices:

Line 1 Building A: \$193.41 monthly \$2,320.98 annually, \$2.3026 per square foot. The facility has approximately 1,008 square feet.

Line 2 Building C: \$193.41 monthly \$2,320.98 annually, \$2.3026 per square foot. The facility has approximately 1,008 square feet.

Line 3 Building E: \$193.41 monthly \$2,320.98 annually, \$2.3026 per square foot. The facility has approximately 1,008 square feet.

Satisfaction: No complaints have been filed.

Certification Requested for Period of 11/01/2016 – 10/31/2017

LIMITATION OF LIABILITY REPORT

**Approved Limitation of Liability Requests
for the Time Period August 3, 2016 to September 30, 2016**

TRACKING	CALENDAR YEAR	ID	LOGGED	STATUS	STATUS DATE	SERVICE	CONTRACTING AGENCY	BASIS FOR REQUEST	COT APPROVAL OF REQUEST
30716-16007	16	7237	8/12/2016	APPROVED	8/12/2016	CASE MANAGEMENT & RESOLUTION SOFTWARE	COMPTROLLER OF THE TREASURY	PARTIES HAVE AGREED THAT CONTRACTOR'S LIABILITY BE LIMITED TO AMOUNT EQUAL TO TWO (2) TIMES THE MAXIMUM LIABILITY AMOUNT DETAILED IN SECTION C.1. FOR INDEMNITY OBLIGATIONS FOR INFRINGEMENT OF 3RD PARTY INTELLECTUAL PROPERTY RIGHTS AND LIQUIDATED DAMAGES	8/12/2016
33111-00117	16	7331	9/1/2016	APPROVED	9/2/2016	LICENSING AGREEMENT FOR USE OF ITEM BANK IN THE TCAP ENGLISH LANGUAGE ARTS AND MATHEMATICS ASSESSMENTS FOR GRADES 3-11	EDUCATION	PARTIES HAVE AGREED THAT CONTRACTOR SHALL NOT BE LIABLE FOR ENUMERATED ITEMS. IF LIABLE, ITS LIABILITY BE LIMITED TO AMOUNT EQUAL TO THE MINIMUM LICENSE FEE.	9/6/2016
31865-00470	16	7367	9/9/2016	APPROVED	9/9/2016	SYSTEMS INTEGRATION SERVICES	FINANCE AND ADMINISTRATION DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION	PARTIES HAVE AGREED THAT CONGTACTOR'S LIABILITY BE LIMITED TO AMOUNT EQUAL TO ONE AND ONE HALF (1.5) TIMES THE MAXIMUM LIABILITY AMOUNT DETAILED IN SECTION C.1.	VOIDED BY COT 9/14/2016, REVISION SUBMITTED AS CY16-7374
31865-00470	16	7374	9/12/2016	APPROVED	9/12/2016	SYSTEMS INTEGRATION SERVICES	FINANCE AND ADMINISTRATION DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION	PARTIES HAVE AGREED THAT CONGTACTOR'S LIABILITY BE LIMITED TO AMOUNT EQUAL TO ONE AND ONE HALF (1.5) TIMES THE MAXIMUM LIABILITY AMOUNT DETAILED IN SECTION C.1.	REVISED VERSION OF CY16-7367 APPROVED BY COT 9/12/16
32110	16	7406	9/19/2016	APPROVED	9/19/2016	TEAMMATE SOFTWARE	GENERAL SERVICES	PARTIES HAVE AGREED THAT CONGTACTOR'S LIABILITY BE LIMITED TO AMOUNT EQUAL TO TWO (2) TIMES THE MAXIMUM LIABILITY AMOUNT DETAILED IN SECTION C.1. AND THAT CONTRACTOR CAN DISCLAIM INDIRECT AND CONSEQUENTIAL DAMAGES.	9/21/2016
32110	16	7452	9/29/2016	APPROVED	9/28/2016	SAS SOFTWARE	GENERAL SERVICES	PARTIES HAVE AGREED THAT CONGTACTOR'S LIABILITY BE LIMITED TO AMOUNT EQUAL TO TWO (2) TIMES THE MAXIMUM LIABILITY AMOUNT DETAILED IN SECTION C.1. AND THAT CONTRACTOR CAN DISCLAIM INDIRECT AND CONSEQUENTIAL DAMAGES.	9/29/2016
31902-00290	16	7470	9/30/2016	APPROVED	9/30/2016	KORN FERRY VOICES 360 EVALUATIONS FOR STATE EMPLOYEES	HUMAN RESOURCES	PARTIES HAVE AGREED THAT CONGTACTOR'S LIABILITY BE LIMITED TO AMOUNT EQUAL TO TWO (2) TIMES THE MAXIMUM LIABILITY AMOUNT DETAILED IN SECTION C.1.	9/30/2016

CORRECTION OF ERRORS REPORT

Request to correct clerical errors:


- (1) Change “disadvantaged business enterprises” (“DBE”)” to “certified diversity business enterprises (“DBE”)” at section 17, “Tie Responses” of Policy Number 2013-002 *Central Procurement Office Procurement Methods Policy and Procedures*.
- (2) Replace the word “Federal” with the word “Family” as it appears in the FERPA clause included as an optional E.#. term in the Fee for Goods or Services Contract Template (FA), Grant Contract (GR) Template and Governmental Grant (GG) Template.
- (3) Revise the statement included in the Statement of Certifications and Assurances and the Iran_Divest_Act bid factor in Edison to read as follows: “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”
- (4) Replace the url included in section 11.2. *General Information of the Procurement Procedures Manual of the Central Procurement Office*.
- (5) Change ‘State’ to “State” in the preamble section of the GU, GU-NC, GU-RV, RV, GE models, and GR template.


Explanation of clerical errors:

- (1) “Disadvantaged business enterprises” is applicable in federal contracting; however, the correct reference should be to “diversity business enterprises,” which is the term used by the Governor’s Office of Diversity Business Enterprises.
- (2) The “F” in the acronym FERPA stands for “Family” and not “Federal.” Therefore, the correct title should be the “Family Educational Rights and Privacy Act.”
- (3) Tenn. Code Ann. § 12-12-111 uses the word “bidder” and “bid” instead of “respondent” or “response” so this update mirrors the exact verbiage of the statute.
- (4) The State Intranet website has moved to the following: <https://teamtn.gov/cpo/>.
- (5) Instead of a single quotation mark (‘) a double quotation mark (“) should be used.

Procurement Staff signatures:


Shannon Howell, Deputy Chief Procurement Officer 10/12/16
Date


Buddy Lea, Assistant Commissioner of the Department of Finance & Administration 10/13/16
Date


Donald Ivancic, Legislative Procurement Compliance Manager, Comptroller of the Treasury 10/12/2016
Date

MEMORANDUM OF UNDERSTANDING REPORT

Number	SWC # / Edison Contract #	Contract Name	Category Specialist / Sourcing Analyst	Vendor Name	Description	MOU Active Date	Items Added via MOU
84	36239	Facilities Management Services	Chris Romaine	Jones Lang LaSalle Americas Inc	Facilities Management Services	8/26/2016	Updates proposed square footage covered by contract
85	36239	Facilities Management Services	Chris Romaine	Jones Lang LaSalle Americas Inc	Facilities Management Services	9/28/2016	Updates JLL KPIs

(Distributed to all members at meeting)

- REVISED -

**CERTIFICATION RELATED
DOCUMENTATION**

**REPLACES PAGES 45-48 OF AGENDA
PACKET**



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

September

1. Item No. 763.19a
Service: Janitorial Services
Agency/Location: Tennessee Department of Military
Tennessee Army National Guard, Army Aviation Support Facility #2, 112 Army Drive,
Louisville, Tennessee
Annual Price: \$31,668.12 or \$1.578985 per square foot.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

2. Item No. 763.A65
Service: Janitorial Services
Agency/Location: Tennessee Department of Military
Tennessee Air National Guard, G, 1-230th ACS, A.A.S.F. #3 Hanger Office Space
2254 Westover Road, Jackson, Tennessee 38301
Annual Price: \$10,634.40 annually or \$0.89 per square foot.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

3. Item No. 763.A66
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
TDOT Region IV Headquarters, 300 Benchmark Place, Jackson, Tennessee 38301.
Annual Price: \$112,040.88 annually or \$1.57991 per square foot per year.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

LARRY MARTIN, Chairman
Commissioner of Finance & Administration

JUSTIN P. WILSON
Comptroller of the Treasury

ROBERT E. OGLESBY
Commissioner of General Services

MIKE PERRY
Chief Procurement Officer

4. Item No. 763.77
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
TDOT Motor Pool, First Street North, Nashville, Tennessee.
Annual Price: \$4,735.08 annually or \$5.20338 per square foot per year.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017
5. Item No. 763.67
Service: Car Wash & Vehicle Inspection
Agency/Location: Tennessee Department of Transportation
TDOT Motor Pool, First Street North, Nashville, Tennessee.
Annual Price: \$17,957.04 annually or \$18.67 per vehicle at a minimum rate of 18.5 vehicles per week. If more than 18.5 vehicles are washed each week, etc., depending upon the demand and available time, then the price per vehicle will be less.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017
6. Item No. 763.19
Service: Janitorial Services
Agency/Location: Tennessee Department of Military
Tennessee Air National Guard Base, Nashville International Airport, Nashville, Tennessee
Annual Price: \$38,417.67 annually or \$1.56 per square foot per year.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017
7. Item No. 763.A130
Service: Drug Testing Kits
Agency/Location: Statewide Contract #920
Annual Price: \$1,113,107.70 July 2015 through June 2016
Price increase requested along with an additional line item: Drug test bluing tablets \$21.20 per 100 tablets
Satisfaction: One vendor complaint was filed. Items in the complaint have been addressed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017
8. Item No. 763.36ad
Service: Female Sanitary Products
Agency/Location: Statewide Contract #924
Annual Price: \$50,890.94 July, 2015 through June, 2016

Price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

9. Item No. 763.A1269
Service: Grease Trap Service
Agency/Location: Statewide Contract #917
Annual Price: \$233,034.28 July, 2015 through June, 2016.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

10. Item No. 763.A170
Service: Used Cooking Oil Services (Revenue Producing)
Agency/Location: Statewide Contract #922
Annual Price: \$0 annually (Rebate to state agency is based per gallon of used cooking oil. Rebate value minus six percent for CNA fee will be reimbursed to the State.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2016 – 09/30/2017

October

- I. Item No. 763.A177
Service: Continuous Forms & Snap-Out Forms
Agency/Location: Statewide Contract #923
Annual Price: \$815,578.81 (September, 2015 through August, 2016)
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 11/01/2016 – 10/31/2017

ADDENDUM

September

- I. Item No. 763.20
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
TDOT Rest Area Operation & Maintenance
Annual Price: \$4,205,760.44 annually or \$350,480.03 per month.
Price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/2016 – 06/30/2017

NEW CERTIFICATION

October

1. Item No. 763.A180

Service: Janitorial Services

Agency/Location: Tennessee Department of Transportation

TDOT Buildings: A, C, E, 6630 Centennial Blvd., Nashville TN

Unit Prices:

Line 1 Building A: \$193.41 monthly \$2,320.98 annually, \$2.3026 per square foot. The facility has approximately 1,008 square feet.

Line 2 Building C: \$193.41 monthly \$2,320.98 annually, \$2.3026 per square foot. The facility has approximately 1,008 square feet.

Line 3 Building E: \$193.41 monthly \$2,320.98 annually, \$2.3026 per square foot. The facility has approximately 1,008 square feet.

Satisfaction: No complaints have been filed.

Certification Requested for Period of 11/01/2016 – 10/31/2017