



**STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

**REQUEST FOR PROPOSALS
FOR
LEAD TESTING IN SCHOOL AND CHILDCARE PROGRAM**

RFP # 32701-05394

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1. INTRODUCTION

The State of Tennessee, Department of Environment and Conservation hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State is implementing a statewide program, the Lead Testing in School and Childcare (LTSCC) Program, to help eligible Participants conduct voluntary testing for lead in drinking water at their school and childcare facilities. The State is looking for a partner with experience in this area that will implement and manage the LTSCC Program. The estimated maximum budget for this contract is \$1,000,000.00 (one million dollars).

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32701-05394

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Andrew Martin, Sourcing Account Specialist
 Central Procurement Office
 Department of General Services
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Ave., 3rd Floor
 Nashville, TN 37243
 615-532-7367
Andrew.Martin@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe/about-us.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Rachael Maitland
 Tennessee Department of Environment & Conservation
 312 Rosa L. Parks Ave., Nashville, TN 37243
 Phone: 423-836-8925
TDEC.TitleVI@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.

- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 242 142 704 434

Passcode: zCE6FK

Dial in by phone

[+1 629-209-4396,,770862154#](#) United States, Nashville

[Find a local number](#)

Phone conference ID: 770 862 154#

Join on a video conferencing device

Tenant key: stateoftn@m.webex.com

Video ID: 114 737 227 6

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (Central Time Zone)	DATE
1. RFP Issued		August 14, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	August 19, 2024
3. Pre-response Conference	10:00 a.m.	August 21, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	August 22, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	September 3, 2024
6. State Response to Written "Questions & Comments"		September 23, 2024
7. Response Deadline	2:00 p.m.	October 7, 2024
8. State Completion of Technical Response Evaluations		October 25, 2024
9. State Schedules Respondent Oral Presentation		October 28, 2024
10. Respondent Oral Presentation	8 a.m. - 4:30 p.m.	November 4, 2024
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	November 6, 2024
12. Negotiations (Optional)	4:30 p.m.	November 7, 2024 – November 12, 2024
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	November 13, 2024
14. End of Open File Period		November 20, 2024
15. State sends contract to Contractor for signature		November 21, 2024
16. Contractor Signature Deadline	2:00 p.m.	November 25, 2024

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. Respondent must submit the Cost Proposal to the State on a separate e-mail, CD, or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., et. seq).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank USB flash drive and should be clearly identified as the:

"RFP #32701-05394 TECHNICAL RESPONSE ORIGINAL"

and one (1) digital copy of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank USB flash drive clearly labeled:

"RFP # 32701-05394 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank USB flash drive clearly labeled:

"RFP #32701-05394 COST PROPOSAL"

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

3.2.2.2. E-mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

"RFP #32701-05394 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

“RFP #32701-05394 COST PROPOSAL”

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

- 3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

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

“DO NOT OPEN... RFP # 32701-05394 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP # 32701-05394 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 32701-05394 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Andrew Martin, Sourcing Account Specialist
Central Procurement Office
Department of General Services
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 3rd Floor
Nashville, TN 37243
615-532-7367
Andrew.Martin@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

- 4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.
- 4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

- 4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience **Item B.14.**).
- 4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

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

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor

and after the Contract is approved by all other state officials as required by applicable laws and regulations.

- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. Next Ranked Respondent

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Oral Presentation (refer to RFP Attachment 6.2., Section D)	10
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Solicitation Coordinator will review the response and determine whether:
 - a. the response adequately meets RFP requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the response to be non-responsive to the RFP and reject it.

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. The Solicitation Coordinator will invite Respondents whose Technical Response scores total a minimum of forty (40) to make an Oral Presentation.
 - 5.2.1.5.1. The Oral Presentations are mandatory. The Solicitation Coordinator will schedule Respondent Presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
 - 5.2.1.5.2. Respondent Presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
 - 5.2.1.5.3. Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed or provided during Oral Presentations.
 - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's Oral Presentation session. The record of the Respondent's Oral Presentation shall be available for review when the State opens the procurement files for public inspection.
 - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each Oral Presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
 - 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.
- 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4 **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. **Contract Award Process**

- 5.3.1 The Solicitation Coordinator will review the Proposal Evaluation Team determinations and scores for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The Solicitation Coordinator will determine the apparent best-evaluated Response using the scoring provided by the Proposal Evaluation Team. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the Solicitation Coordinator must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 32701-05394 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "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." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

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

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — SECTION B (continued)
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 Solicitation Coordinator 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 subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	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 (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent maintains a satisfactory business relationship with the financial institution. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.2. — SECTION B (continued)

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. 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. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information. (d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.
	B.17.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.18.	Provide a minimum of two (2), or a maximum of five (5), detailed previous examples with similar scope and complexity to the services sought by the State in this RFP. The examples should include current (ongoing) and completed (preferable within the last ten (10) years) projects and Respondent should indicate those projects that were for the State of Tennessee within the last ten (10) years. List projects starting with the most recent and include the information as listed below for each project: 1) Respondent's performance.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items	
		2) Project name and location. 3) Brief description of scope. 4) Year contracted. 5) Client reference name / title, role on project, and contact information. 6) Project Prime Contractor to include the key personnel and their roles on the project (from both the Prime Contractor and Prime Designer). 7) Each example should also identify the following: a) Schedule; and b) Project challenges and resolutions to those challenges	
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 10)			
<i>State Use – Evaluator Identification:</i>			

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (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.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		20	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		20	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		10	
	C.4.	Based on the Electronic Customer Portal description in Section A.3.1. of the Pro Forma Contract, describe processes to deliver services to the potential and existing Participants and the State using telecommunications and/or information technologies. Describe how cost-effective mechanisms will be employed to maintain the Electronic Customer Portal.		20	
	C.5.	Based on the Data Management Platform description in Section A.3.2. of the Pro Forma Contract, describe processes to deliver the technology, system, software, modality, or other method through which the Respondent interfaces with potential and existing Participants and the State when providing Electronic Customer Portal Service, including reporting services, communication services, laboratory services, communication services, and other applicable program management services as needed to carry out the work in this Contract. Describe the data storage, data capture, and data analysis function of the Data Management Platform and any user requirements for proper functionality.		20	
	C.6.	Based on the description of Reporting Services in Section A.3.3. of the Pro Forma Contract, describe methods and the estimated timeline the Respondent will utilize to produce and deliver the reports necessary to satisfy the TN WIIN Program reporting requirements. Describe the means by which the reports are generated and the customizability of the Respondent's reporting. Will these reports be available		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		to the State on demand, or must the Respondent generate and deliver the reports upon request by the State?			
	C.7.	Based on the description of Public Communication and Media Support Section A.3.4. of the Pro Forma Contract that describes the support needed for public communication, iterate how public relation activities will be planned and executed.		20	
	C.8.	Based on the description of Laboratory Services in Section A.3.5. of the Pro Forma Contract, describe the analytical laboratory services and support needed for Participant sampling activities. Describe the laboratory services available to carry out the work of this Contract, while adhering to the TN WIIN QAPP and WIIN 2107 Grant reporting requirements, with the most cost-effective analytical turnaround time and result reporting. How will the Respondent ensure laboratory capacity while providing cost-effective sample analysis and meeting turnaround time requirements?		20	
	C.9.	Section A.4. of the Pro Forma Contract details the collaborative effort of the Respondent and the State in establishing program processes, reporting requirements, Participant guidance, and standard operating procedures to enable effective program management and delivery of program services. In connection with the scope and tasks given in Section A.4. of the Pro Forma Contract, describe the strategy and coordination that will be employed to achieve effective contract management. Identify in the strategy who will serve as lead point of contact and other roles and responsibilities involved in this effort.		15	
	C.10.	Section A.5.1. of the Pro Forma Contract describes how enrollment and prioritization of Participants in the TN WIIN program will be achieved. What strategy will be employed to enroll and prioritize Participants?		10	
	C.11.	Section A.5.2 of the Pro Forma Contract describes the strategy that will be undertaken to achieve the Participant programmatic training objectives. What level of personnel expertise may be necessary to complete this task? What method will be used to deliver training to the Participant? Describe the process employed to ensure completion of the training requirements in Section A.5.2.		20	
	C.12.	Section A.5.3 of the Pro Forma Contract describes a sampling plan requirement. What processes will be employed to ensure sampling plan requirements are included and what strategy may be needed for Participants' compliance with the sampling plan?		10	
	C.13.	Section A.5.4 of the Pro Forma Contract describes the support needed for Participant facility community communication. Describe how public relations activities will be planned and executed.		20	
	C.14.	Section A.5.5 of the Pro Forma Contract describes a Participant sample collector training requirement and on-site		20	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		contractor sampling services. What method will be used to deliver training to the Participant or to provide on-site sampling services? What processes will be employed to ensure training requirements are achieved, which fulfills Sample Collector Instructions section in the TN WIIN Program Workplan in the TN WIIN QAPP?			
	C.15.	Section A.5.6 of the Pro Forma Contract describes the sampling kit and laboratory analysis needed for Participant sample collection and sample analysis. How will availability of kits be ensured statewide and how will integrity of sample bottles be maintained? Describe steps in the process from sample kit assembly to analytical result reporting. How will the Respondent ensure the 14-day sample holding time is not exceeded between the time of sample collection and time of sample preservation at the laboratory?		40	
	C.16.	Section A.5.7 of the Pro Forma Contract describes the delivery of results and corrective action guidance to the Participant. What strategy will be employed to achieve the timely delivery of results and guidance?		20	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 50 <i>(maximum possible score)</i>	= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.2.— SECTION D

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: ORAL PRESENTATION. The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the oral presentation or field test response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

0 = little value

1 = poor

2 = fair

3 = satisfactory

4 = good

5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:				
Oral Presentation Items		Item Score	Evaluation Factor	Raw Weighted Score
D.1. Oral Presentation (45 mins) The questions asked in this session will include both standard questions for all short-listed Respondents and specific questions relative to the Respondent's proposal and presentation. 1. Introductions a. What is your role on this project b. What experience do you bring that supports this role 2. Programmatic Activities a. Program Enrollment b. Participant Programmatic Training c. Participant Sampling Plan Development d. Participant Facility Community Communication e. Participant Sample Collector Training f. Participant Sampling Kit and Laboratory Analysis g. Participant Result Reporting, Guidance on Response to Results, and Provision of Action Plan 3. Personnel a. Discuss the additional personnel who will be involved in the project, detailing their specific roles and the experience and expertise they bring to the project.			70	

RESPONDENT LEGAL ENTITY NAME:			
D.2. Software Demonstration (45 mins) This session will provide the Respondent the opportunity to demonstrate the features of their software and processes for managing data. 1. Electronic Customer Portal 2. Data Management Platform			30
Total Raw Weighted Score (<i>sum of Raw Weighted Scores above</i>): The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
total raw weighted score maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>		X 10 <i>(maximum section score)</i>	= SCORE:
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), the State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Management	\$ / hour	483	
Consultant	\$ / hour	1288	
Technician	\$ / hour	1288	
Information Technology (IT)	/ hour	644	
Communications	\$ / hour	644	
Administration	\$ / hour	644	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
State Lab Analysis and Sample Kit Delivery	\$ / UNIT	2673	
Private Lab Analysis and Sample Kit Delivery	\$ / UNIT	1146	
EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals			
evaluation cost amount being evaluated x 30 (maximum section score) =	SCORE:		
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment should be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # **32701-05394**".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.

- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

RFP # 32701-05394 REFERENCE QUESTIONNAIRE**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire and follow either process outlined below;

Physical:

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail:

- e-mail the completed questionnaire to:
Andrew.Martin@TN.gov

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

- (4) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (5) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME	RESPONDENT NAME	RESPONDENT NAME
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)			
EVALUATOR NAME			
EVALUATOR NAME			
REPEAT AS NECESSARY			
	AVERAGE:	AVERAGE:	AVERAGE:
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)			
EVALUATOR NAME			
EVALUATOR NAME			
REPEAT AS NECESSARY			
	AVERAGE:	AVERAGE:	AVERAGE:
ORAL PRESENTATION (maximum: 10)			
EVALUATOR NAME			
EVALUATOR NAME			
REPEAT AS NECESSARY			
	AVERAGE:	AVERAGE:	AVERAGE:
COST PROPOSAL (maximum: 30)	SCORE:	SCORE:	SCORE:
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)			
Solicitation Coordinator Signature, Printed Name & Date:			

RFP # 32701-05394 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

PRO FORMA CONTRACT
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
Contractor Legal Entity Name			Edison Vendor ID
Goods or Services Caption (one line only)			
Contractor ☒ Contractor		Assistance Listing Number#	
Funding —	FY	State	Federal
			Interdepartmental
			Other
			TOTAL Contract Amount
2025			
2026			
2027			
2028			
2029			
TOTAL:			
Contractor Ownership Characteristics: ☐ Minority Business Enterprise (MBE): ☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American ☐ Woman Business Enterprise (WBE) ☐ Tennessee Service Disabled Veteran Enterprise (SDVBE) ☐ Disabled Owned Business (DSBE) ☐ Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. ☐ Government ☐ Non-Minority/Disadvantaged ☐ Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
☐ Competitive Selection		Describe the competitive selection process used	
☐ Other		Describe the selection process used and submit a Special Contract Request	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			
Speed Chart (optional) EN00020572		Account Code (optional) 708	

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE AGENCY NAME
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Environment and Conservation ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of drinking water lead testing in schools or daycare facilities and reporting, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

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

- a. "EPA" means Environmental Protection Agency.
- b. "LTSCC Program" means Lead Testing in Schools and Child Care Program.
- c. "Participant(s)" means a unique entity that is a Child Care Program or Local Education Agency, or other unique entities deemed eligible to enroll in the LTSCC Program by the State and the EPA. Examples include public schools, a state licensed or regulated child-care facility, or a Head Start/Early Head Start.
- d. "QAPP" means Quality Assurance Project Plan, which is a written document that provides a blueprint for the entire LTSCC Program and each specific task to ensure that the project produces reliable data that can be used to meet the project's overall objectives and goals.
- e. "WIIN" means section 2107 the Water Infrastructure Improvements for the Nation (WIIN) Act.
- f. "WIIN 2017 Grant" means the State's grant award and funding source for the LTSCC Program.

A.3. Program Management Solution

The Contractor shall provide the State a program management solution that meets the LTSCC Program objectives, processes, procedures, reporting criteria, LTSCC Program participation requirements, and all terms and conditions described and defined in current and subsequent revisions of:

- i. The State's WIIN 2017 grant agreement (Attachment B).
- ii. EPA's quarterly and annual grant reporting templates (Attachments C and D).
- iii. Tennessee's WIIN Program EPA approved QAPP (Attachment E).
- iv. Tennessee WIIN Program Workplan that is based on the EPA's 3Ts for Reducing Lead in Drinking Water at School and Child Care Facilities (Attachment F).

All of the above listed documents are incorporated into this Contract by reference as outlined in Section D.30.

A.3.1. Electronic Customer Portal

The Contractor shall provide an electronic customer portal to potential and existing Participants and the State that meets the following requirements:

- i. Be sufficient for self-guided local program development and management by the Participant.

- ii. Be accessible twenty-four hours per day and seven days per week by a mobile device (e.g., smart phone or tablet) and personal computer. The State shall be notified of scheduled or unplanned down times.
- iii. Provide LTSCC Program planning and assistance that enables the Participants the ability to monitor and update their progress and complete their local program remotely using a computerized device.
- iv. Provide the State the capability to monitor and assess LTSCC Program activities and laboratory analytical data.

A.3.2. Data Management Platform

The Contractor shall provide and maintain a data management platform for the collection and storage of necessary and required user specific data and records from potential and existing Participants. The platform shall store all data and records related to Contractor and Participant activities and generate all required data tables and reports. All data and records collected must be saved, be accessible to, and be made available to the State for the duration of the Contract. All lab results data shall be exported to an electronic format acceptable to the state to ensure compliance with the State's Records Disposition Act (RDA 2853).

A.3.3. Reporting Services

The Contractor shall provide reporting services that meet the requirements outlined in the documents identified under Section A.3.

A.3.4. Public Communication and Media Support

The Contractor shall provide public communication and media relations support to the State to carry out the work of this Contract. This support shall include, but not be limited to:

- i. The development and evaluation of communication strategies.
- ii. Providing public education activities and community outreach.
- iii. Response to inquiries and concerns from entities or individuals including the public, private, utility, non-government, government, and the media, etc. Responses shall provide accurate and honest representation of LTSCC Program activities, its analytical data interpretation, and recommended response actions. Draft responses to media or elected officials shall be presented to the State for review prior to being sent to the requestor to ensure they provide accurate and honest representation.

A.3.5. Laboratory Services

The Contractor shall make laboratory services available to supplement the State Lab as needed to complete the work of this Contract. The laboratory must be certified by the State according to the current standards for certification of environmental laboratories adopted by the National Environmental Laboratory Accreditation Program (NELAP). Laboratory services shall be provided in accordance and in adherence to the State's EPA-approved WIIN Program QAPP.

A.4. Contractor and State Contract Management

The Contractor shall collaborate with the State to establish program processes, reporting functions, Participant guidance, and standard operating procedures to enable effective program management and delivery of program services. The Contractor shall:

- i. Meet and work with the State to ensure agreement on efficacy of achieving LTSCC Program outcomes.

- ii. Provide input and recommendations on LTSCC Program processes, procedures, and Program materials that enable effective project management for the Contractor and the State.
- iii. Utilize Contractor's existing business processes, experience, successes, and recommendations to achieve agreement with the State on systems and programmatic design that ensures Contractor and LTSCC Program success.
- iv. Establish reporting processes, content, and format to ensure achievement of EPA reporting requirements, the State's oversight of the contract, invoicing, and support necessary for quality assurance and quality control.
- v. Establish schedules and timeframes for execution and delivery of Tasks A.5.1. through A.5.7.

A.5. Participant Programmatic Activities

This section describes the programmatic work necessary to support Participants' local lead testing programs. These tasks also include the reporting needed to support the LTSCC Program's WIIN 2107 Grant requirements and oversight of Contractor activities.

A.5.1. LTSCC Program Enrollment

The Contractor shall, within two business days of receiving a request, provide potential participants the technical, administrative, and customer service support necessary to complete Program enrollment through the Contractor's Electronic Customer Portal.

A.5.2. Participant Programmatic Training

The Contractor shall provide technical, administrative, and customer support assistance necessary to train LTSCC Program Participants utilizing the Contractor's electronic customer portal service. It should at a minimum include a recorded webinar or video that may be viewed on-demand and written guidance.

A.5.3. Participant Sampling Plan Development

The Contractor shall provide technical, administrative, and customer support assistance necessary for the Participant to complete a sampling plan through the Contractor's Electronic Customer Portal service that meets the requirements set forth in the State WIIN Program workplan.

A.5.4. Participant Facility Community Communication

The Contractor shall provide technical, administrative, and customer support assistance necessary to ensure the Participant's delivery of communication of its program activities to the Participant's facility community. Communication shall include but not be limited to:

- i. Sample Event Notification
- ii. Summary of Results and Action Plan Notification.

A.5.5. Participant Sample Collector Training

The Contractor shall provide technical, administrative, and customer support assistance necessary for the Participant's sample collector(s) to complete the training and instruction on sample collection through the Contractor's electronic customer portal service. Schools or daycares in disadvantaged communities with an [Ability to Pay Index \(https://www.tn.gov/environment/program-areas/wr-water-resources/srfp/srf-home/srf-subsidy-and-ability-to-pay-index.html\)](https://www.tn.gov/environment/program-areas/wr-water-resources/srfp/srf-home/srf-subsidy-and-ability-to-pay-index.html) of 50 or below, or in a neighborhood with median household income less than the state average, or with a reasonable request approved by the state, may be eligible to receive on-site contractor sampling services. The Contractor shall evaluate the criteria and if deemed eligible submit the request including data and information necessary for the state to review and approve.

A.5.6. Participant Sampling Kit and Laboratory Analysis

The Contractor shall provide coordination of the sample kit delivery and tracking through the Contractor's electronic customer portal service and deliver the Participant's sampling kit through the mail.

The Contractor shall track, record, and report user-specific Participant Sample Kit and Laboratory Analysis progress throughout this stage of the Program. The Contractor shall provide laboratory analysis of samples received by the laboratory in the Participant's sampling kit. Laboratory analytical services will adhere to the TN WIIN Program QAPP.

A.5.7. Participant Result Reporting, Guidance on Response to Results, and Provision of Action Plan

The Contractor shall deliver to the Participant sample analysis results and guidance on response to results in an action plan through the Contractor's Electronic Customer Portal service within two weeks of receiving the results from the laboratory and provide technical, administrative, and customer support assistance necessary for the Participant's understanding and execution of the Action Plan.

A.6. Personnel

The Contractor shall maintain an adequate number of qualified personnel or subcontractor staff to appropriately carry out the work of this Contract.

All work must be performed by personnel who are approved by the State under this Contract. The Contractor shall ensure that any substitution and/or addition of personnel meet or exceed the qualifications of the personnel originally approved by the State to complete the scope as proposed during Contract negotiations and Contractor's original solicitation response.

A personnel list with contact information must be submitted to the State. The list must be kept current and must be resubmitted within five business days every time it is updated.

A.6.1. Manager [Minimum one (1)]

The Contractor manager is the contact person for all activities and issues regarding the Terms and Conditions of the Contract. The Contractor will designate and have in place at least one manager for this Contract. The manager is responsible for maintaining a complete and effective project team by formally requesting the addition or substitution of personnel.

A.6.2. Consultant [Minimum one (1)]

The Consultant shall assist the manager and implement all tasks of the scope. The Consultant shall oversee the quality assurance and data management functions related to this Contract. The Contractor shall designate and have in place a minimum of one qualified consultant to appropriately carry out the work of this Contract.

A.6.3. Field Technician

The field technician shall complete tasks as required and directed by the Contractor Manager and Consultant.

A.6.4. Communications

The communications staff shall develop program specific guidance or instructions for LTSCC Program Participants, automate communications, develop website content, and support efforts to share results and reporting.

A.6.5. Information Technology (IT) Staff

The IT staff shall provide technical support and assist with the implementation of the tasks of the scope. The IT staff shall oversee IT systems and assets, including the Electronic Customer Portal outlined in A.3.1, assist with upgrades and fixes, and provide training and support as needed.

A.6.6. Administrative Staff

The administrative staff shall perform billable administrative support functions, including copying, preparing mail-outs, entering data into databases or spreadsheets, assisting other staff, and maintaining records. The administrative staff may perform other tasks as assigned.

A.7. MyTN.gov Interface.

- a. The State may require the software developed or provided by the Contractor under this Contract to interface with the State's customer-facing portal, MyTN.gov. This may occur at any time during the Term of the Contract. If so, the Contractor may have to comply with one, or more, of the following requirements:
 - (1) All web applications must be Responsive. "Responsive" is an industry standard term that refers to a web design that makes web pages render well on a variety of devices and window or screen sizes.
 - (2) All web applications must have the capability to use a single-sign on server utilizing the following industry standard protocols: Security Assertion Markup Language ("SAML") or minimum of OAuth 2.0.
- b. Any of the obligations in Section A.7.a that were known and required prior to Contract Effective Date will be specified herein, including necessary compensation methods and amounts.
- b. For any of the obligations in Section A.7.a that were unknown or not required at Contract Effective Date, it will be necessary to add lines, items, or options to the Contract to accommodate one or more of the new interface requirements. The State shall add these lines, items, or options in accordance with the MOU process described in Section E.4, below. If the Contractor requires additional compensation for the interface tasks, such compensation shall be negotiated and specified through this same MOU process.

- A.8. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- A.9. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.10. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **sixty (60) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- 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 contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Management	\$ Number per hour
Consultant	\$ Number per hour

Technician	\$ Number per hour
Information Technology (IT)	\$ Number per hour
Communications	\$ Number per hour
Administration	\$ Number per hour
State Lab Analysis and Sample Kit Delivery	\$ Number per unit
Private Lab Analysis and Sample Kit Delivery	\$ Number per unit

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Department of Environment and Conservation
Division of Water Resources
Davy Crockett Tower, 9th floor
500 James Robertson Parkway
Nashville, TN 37243
Attention: Anna.R.Sartors@tn.gov

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Tennessee Department of Environment and Conservation, Division of Water Resources;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;

- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
 - a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Anna Sartors, Drinking Water Unit Manager
 Department of Environment and Conservation
 500 James Robertson Parkway, 9th Floor, Nashville, TN 37243
Anna.Sartors@tn.gov
 Telephone # 615-532-0159
 FAX # 615-532-0686

The Contractor:

Contractor Contact Name & Title
 Contractor Name
 Address
 Email Address
 Telephone # Number
 FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional

terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. 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.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and

agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes **Attachments A-G**;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two

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

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

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

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

a. Commercial General Liability ("CGL") Insurance

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

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

b. Workers' Compensation and Employer Liability Insurance

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

c. Automobile Liability Insurance

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

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

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than three million dollars (\$3,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection,

or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than five million dollars (\$5,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

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

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.
- The obligations set forth in this Section shall survive the termination of this Contract.
- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 32701-05394 (**Attachment G**) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.4. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

- E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.
- If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.
- No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.
- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment.

The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

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

b. Minimum Requirements

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

c. Comptroller Audit Requirements

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

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

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

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

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

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
 - (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. **Recovery Point Objective ("RPO").** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: TWENTY-FOUR HOURS
 - ii. **Recovery Time Objective ("RTO").** The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: SEVENTY-TWO HOURS
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.9. **Public Accountability.** If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

- E.10. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.12. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Environmental Protection Agency and the Region 4 Office of the Environmental Protection Agency.
- E.13. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding

information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

- E.14. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Unique Entity Identifier (UEI) number and maintain its UEI number for the term of this Contract. More information about obtaining a UEI Number can be found at: the System for Award Management (SAM.gov).

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E. 15. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, et seq., and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.
- E. 16. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 01D01320 MODIFICATION NUMBER: 2 PROGRAM CODE: M1	DATE OF AWARD 08/19/2022
		TYPE OF ACTION Augmentation: Increase	MAILING DATE 08/24/2022
		PAYMENT METHOD: ASAP	ACH# 40105
		RECIPIENT TYPE: State	
RECIPIENT: TN Dept of Environment and Conservation William R. Snodgrass Tennessee Tower; 312 Rosa L. Parks Avenue Nashville, TN 37243-1102 EIN: 62-6001445		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov PAYEE: Tennessee Department of Environment and Conservation William R. Snodgrass Tennessee Tower 312 Rosa L. Parks Avenue, 11th Floor Nashville, TN 37243-1102	
PROJECT MANAGER David Money 1421 Hampshire Pike Columbia, TN 38401 Email: david.money@tn.gov Phone: 931-840-4172	EPA PROJECT OFFICER Caroline Ejimofor 61 Forsyth Street Atlanta, GA 30303-8960 Email: ejimofor.caroline@epa.gov Phone: 404-562-9309	EPA GRANT SPECIALIST Leah Vasser Grants and Audit Management Section 61 Forsyth Street Atlanta, GA 30303-8960 Email: vasser.leah@epa.gov Phone: 404-562-9742	
PROJECT TITLE AND EXPLANATION OF CHANGES Lead Testing in School and Child Care Program Drinking Water See Attachment 1 for project description.			
BUDGET PERIOD 10/01/2019 - 09/30/2025	PROJECT PERIOD 10/01/2019 - 09/30/2025	TOTAL BUDGET PERIOD COST \$1,368,000.00	TOTAL PROJECT PERIOD COST \$1,368,000.00
NOTICE OF AWARD Based on your Application dated 09/18/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$339,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,368,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4, Water Division R4 - Region 4 61 Forsyth Street Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer			DATE 08/19/2022

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$1,029,000	\$339,000	\$1,368,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$1,029,000	\$339,000	\$1,368,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.444 - Lead Testing in School and Child Care Program Drinking Water (SDWA 1464(d))	SafeDrinkingWaterAct:Sec.1464(d)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2104VX2031	21	E4	04V8	000BM1	4103	-	-	\$339,000
									\$339,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$30,558
2. Fringe Benefits	\$13,752
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,313,561
9. Total Direct Charges	\$1,357,871
10. Indirect Costs: 22.86 % Base Salary+Fringe	\$10,129
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$1,368,000
12. Total Approved Assistance Amount	\$1,368,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$339,000
15. Total EPA Amount Awarded To Date	\$1,368,000

Attachment 1 - Project Description

This action approves additional funding in the amount of \$339,000 to the Tennessee Department of Environment and Conservation to solicit voluntary participation to test for lead in their drinking water system from child care facilities and public schools in distressed or low-income communities or in regions with higher prevalence rates of childhood lead poisoning. It also approves an extension of the budget/project period end date from 9/30/23 to 9/30/25. Activities to be performed include the testing of drinking water at outlets used for water consumption in Head Start/Early Head Start facilities, as well as Tennessee Department of Human Services' (TDHS) licensed child care centers and public schools. Tennessee Department of Environment and Conservation (TDEC) will prioritize testing in educational facilities that serve children less than 6 years of age who are in distressed or low-income communities or in regions with higher prevalence rates of childhood lead poisoning. Specifically, the recipient will work with TDHS contractors to sample and test drinking water at schools and child care facilities for the presence of lead and to educate these facilities on ways to reduce lead exposure in drinking water. Partners will provide educational material about lead and the importance of its testing to all Head Start/Early Head Start and TDHS-licensed child care centers and public schools. Anticipated deliverables include the implementation of TDEC's Voluntary Lead Testing Program in partnership with TDHS, the Tennessee Department of Education, the University of Tennessee at Chattanooga and Lemoyne-Owen College. Expected outcomes include reducing and/or eliminating lead in drinking water at schools and child care facilities; developing a plan for responding to levels of lead identified after the testing of drinking water in schools and licensed childcare facilities; developing key partnerships to support the program to address elevated lead in drinking water, where necessary. Intended beneficiaries of this project include schools and child care facilities in Tennessee, and more specifically, children enrolled in all Head Start/Early Head Start, TDHS-licensed child care centers and public schools that elect to participate in TDEC's Voluntary Lead Testing Program. Tennessee Department of Health will be given a subaward to sample and test drinking water at schools and child care facilities for the presence of lead and to educate these facilities on ways to reduce lead exposure in drinking water. Sub-recipients will provide educational material about lead and the importance of its testing to all Head Start/Early Head Start, TDHS-licensed child care centers and public schools.

Administrative Conditions

The Following Administrative Terms and Conditions Have Been Revised:

General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

All Other Administrative Terms and Conditions Remain The Same.

Programmatic Conditions

The Following Programmatic Terms and Conditions Have Been Updated:

B. ADMINISTRATIVE COST LIMITATION

Under the WIIN Act §2107, amending SDWA 1464(d), recipients may use up to 4% of the amount of federal funding for this grant agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is **\$13,560**. The total amount of indirect costs and any direct costs for the grant agreement administration by recipient paid for by EPA under the grant agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the grant recipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

C. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

4. Final Report

The final report shall be submitted to the EPA Project Officer within **120** days after the project completion date or termination of the grant agreement. A format for the final report will be made available at www.epa.gov/safewater/grants

Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under 2 CFR 200.331(d).

Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

All Other Programmatic Terms and Conditions Remain the Same.

Please see Attachment C EPA Quarterly Report Template

Annual Progress Report

Lead Testing in School and Child Care Program

Drinking Water Grant Section 2107

Attachment D

This outline serves as an example for reporting annual updates for the Lead Testing in School and Child Care Program. The instruction guide for the outline is in the **Elements and Description** table.

State:	Tennessee
State Agency with Oversight:	TDEC-DWR
Grant Number:	M-101D01320
Project Title:	Lead Testing in School and Childcare Program
Reporting Period Start Date (mm/dd/yyyy):	10/01/2020
Reporting Period End Date (mm/dd/yyyy):	09/30/2021

1. What were the outputs for the reporting year?

Begin Testing of targeted childcare facilities in November 2020. Continue outreach activities to public schools and conduct testing throughout 2021.

2. Report work progress and spending in the following table.

<i>a) Percent of workplan completed</i>	3%
<i>b) Total WIIN federal dollars spent</i>	\$ 34,395.00
<i>c) Total other (non-WIIN) federal dollars spent</i>	\$ 0.00
<i>d) Total non-federal dollars spent</i>	\$ 0.00

3. What were the accomplishments? Please include the total of the following measures:

<i>Data Element</i>	Child Cares	Schools
<i>a) Number of samples tested for lead in drinking water</i>	598	625
<i>b) Number of lead results that exceeded the program remediation trigger</i>	12	5
<i>c) Number of facilities sampled</i>	59	30
<i>d) Number of facilities with lead results that exceeded the program remediation trigger</i>	11	5

<i>Data Element</i>	Child Cares	Schools
<i>e) Number of facilities with completed follow-up action(s)</i>	3	1
<i>f) Number of facilities with completed remediation action(s)</i>	3	1
<i>g) Number of facilities with completed replacement action(s)</i>	3	1
<i>h) Estimated population of children impacted by testing</i>	3,405	85,813

4. Was training in place for personnel?☐ Yes☒ No

If yes, indicate the number of personnel who received training in the following table.

**Number of Personnel that Received Training
on Lead in Drinking Water**

<i>Child Cares</i>	0
<i>Schools</i>	0

5. Are the lead test results available for the public to view?☐ Yes☒ No

Indicate the state URL if results are available online and/or any other method(s) of applicable communication.

General school testing data is available from TDH web site at
<https://www.tn.gov/health/cedep/environmental/healthy-schools/hs/drinking-water.html>

Specific School and Childcare facility data is available upon request from the TDH lab.

6. Were there any other pertinent activities or environmental/public health results pertaining to testing for lead in drinking water in schools/child care facilities carried out during this reporting period?

Outreach via email and direct mail was conducted in accordance with the workplan.
 UTK extension staff provided a booth with informational materials about lead testing in schools at the Tennessee School Plant Managers Association Annual Conference.

7. a) Are the project schedule and milestones being met?☒ Yes☐ No**b) If no, will a program extension request be expected to take place?**☒ Yes☐ No**8. What work is projected for the upcoming new reporting period?**

Additional and ongoing outreach to facilities, testing and follow up technical assistance in accordance with the workplan.
 A community driven solutions(CDS) project in Shelby County will utilize students from Lemoyne Owen University to provide outreach, engagement and sampling assistance targeting 185 childcare facilities in disadvantaged communities.

Elements and Description

Elements	Description
State	The name of the state or territory that received WIIN grant funding.
State Agency with Oversight	This is the full name of the state agency or agencies with oversight. For example, the agency could be related to environmental protection, public health, or education.
Grant Number	This is the Assistance Listing (formerly the Catalog of Federal Domestic Assistance, or CFDA) number attached to the reporting program.
Project Title	This is the full formal title of the state's testing program that is funded by the WIIN grant.
Reporting Period Covered (mm/dd/yyyy)	These are the start and end dates for the reporting period for the data collection report, list in mm/dd/yyyy format.
1. Outputs	These are the outputs from the state workplan. Examples: Develop a lead testing program with robust training in child care and school facilities; use EPA's 3Ts toolkit for reducing lead in drinking water statewide.
2. a) Percent of workplan completed	Indicate the percentage of the workplan completed during the reporting period.
2. b) Total WIIN federal dollars spent	Indicate (in whole dollars) the awarded WIIN grant funding spent for all eligible testing activities conducted in the reporting year. Eligible activities include but are not limited to the development of sampling plans, training in preparation of sampling, sample collection and analysis, communication related to sampling efforts, use of a contractor to support sampling efforts, and sampling after remediation.
2. c) Total other (non-WIIN) federal dollars spent	Indicate (in whole dollars) the total amount of other federal funding that is not WIIN grant funding spent to implement the lead testing program during the reporting year. This may include those funds that: a) the state had received to implement and run its testing program before the WIIN grant, or b) offset any additional activities that the WIIN grant does not or cannot cover. Ineligible activities for the WIIN grant include remediation and/or replacement actions following testing, among others.
2. d) Total non-federal dollars spent	Indicate (in whole dollars) the total amount of non-federal funding spent to implement the testing program during the reporting year. This may include state, public, or private funding that has been used to support established programs or activities that the WIIN and other Federal money has not funded.
3. a) Number of lead samples tested	This is the total number of samples tested from all child cares and/or schools including detecting and non-detecting lead samples.
3. b) Number of lead results that exceeded the program remediation trigger	The number of samples above the program remediation trigger. States that receive WIIN grants are required to establish a triggering level of lead concentration in parts per billion (ppb) for schools and/or child care facilities to use for the testing program that triggers follow-up activities, remediation, or replacement. This is called the program remediation trigger. The program remediation trigger may be dictated by a state regulation but may not be in all cases. For example, states may have established a state-specific action level (that is more stringent than the federal requirement of 15 ppb) which they use for Lead and Copper Rule compliance. States may choose this level or they may choose to set another standard specific to testing in schools and/or child care facilities. Regardless, states must choose and document the triggering level they have set for schools and/or child care facilities.
3. c) Number of facilities sampled	This is the number of child cares and/or schools that actually tested for lead in the drinking water in their facilities and completed the testing.

Elements	Description
3. d) Number of facilities with lead results that exceeded the program remediation trigger	As a condition of the WIIN grant program, each state's lead testing program must establish a program remediation trigger that will trigger follow-up steps, such as additional sampling, remediation, or replacement of fixtures, outlets, etc. This field contains the total number of schools and/or child care facilities that exceeded the program-specific levels of lead that would result in follow-up activity.
3. e) Number of facilities with completed follow-up actions	This field includes the total number of schools and/or child care facilities that, having detected lead during testing, have carried out plans, follow-up steps, or procedures/activities to reduce lead exposure during the reporting period. These are <i>short-term</i> measures that may include but are not limited to steps such as planning; re-sampling; follow-up testing; communication; issuing do not drink orders; providing students with water bottles to bring water from home; or temporarily placing fountains out of commission. <i>This field does not include activities related to remediation or replacement.</i>
3. f) Number facilities with completed remediation actions	This field includes the total number of schools and/or child care facilities that, having detected lead during testing, have carried out plans, follow-up steps, or remediation procedures/activities during the reporting period. Remediation here refers to approved state protocols -- often multiple measures -- to reduce lead in tap water. These can be <i>short-term or long-term activities</i> , which may include but are not limited to routine maintenance, such as cleaning debris from aerators; initiating protocols for flushing the building's piping system; or turning off contaminated outlets. <i>This does not include fixture or outlet replacement.</i>
3. g) Number of facilities with completed replacement actions	This field includes the total number of schools and/or child care facilities that, having detected lead during testing, have carried out plans, follow-up steps, or replacement procedures/activities during the reporting period. Replacement here refers to <i>permanent long-term strategies, which include but are not limited to replacing fixtures, internal piping, or lead service line replacement to the facilities.</i>
3. h) Estimated population of children impacted by testing	This is the total number of children enrolled in the tested schools and/or child care facilities at the time of testing during the reporting year.
4. Training in place for personnel	Indicate whether training was in place for personnel and the number of personnel (either as part-time or full-time) employed by the child cares/schools that were trained in lead reducing or testing activities.
5. Lead test results communication	Indicate whether lead test results are available for the public to review. If yes: 1) Indicate the URL where the state is posting the lead test results for the public to view. 2) Indicate other/additional method(s) where the lead test results are delivered/communicated to the child care/school community and the public if applicable.
6. Pertinent activities	Indicate any other activities related to environmental/public health results pertaining to testing for lead in drinking water in schools/child care facilities carried out during the reporting period. Examples can include webinars, training courses, roundtables, tools, handout materials, etc.
7. a) Project schedule and milestone	Indicate whether the project schedule and milestones are being met.
7. b) Program extension	Indicate whether a program extension request will be expected to take place.
8. Upcoming projected work	Indicate the work projected to complete in the upcoming reporting period.

Drinking Water Sampling for lead concentrations in Pre-Schools Child Care Facilities and Public Schools



Quality Assurance Project Plan (QAPP)

Partnering State Agencies: Tennessee Department of Environment and Conservation (TDEC), Tennessee Department of Education (TDOE), Tennessee Department of Health (TDOH), Tennessee Department of Human Services (TDHS).

TDEC Program Manager/ Quality Assurance Officer: David Money

Signature: *David Money*
Date: 10/23/2020

TDOH Project Manager: Dr. Carolina Clark

Signature: *Carolina Clark*
Date: 10/23/2020

TDOE Project Manager: Henri Murphy

Signature: *Henri Murphy*
Date: 10/27/2020

TDHS Project Manager: Gwen Lasser

Signature: *Gwen W. Lasser*
Date: 10/29/2020

TDOH Laboratory Director: Dr. Marc J. Rumpler

Signature: *Marc J Rumpler*
Date: 10/29/2020

EPA QA Officer: Liza Montalvo

Signature: _____
Date: _____

EPA Project Officer: Caroline Ejimofor

Signature: _____

Date: _____

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3. Distribution List

Name	Agency/Title	Location	Phone	Email
David Money	TDEC/Program Manager/QA Officer	1421 Hampshire Pike Columbia, TN 38401	(931)-840-4172	David.Money@tn.gov
Carolina Clark	TDOH/ Project Manager	710 James Robertson Parkway, Nashville, TN 37243	(615)-532-6936	Carolina.Clark@tn.gov
Henri Murphy	TDOE/ Project Manager	710 James Robertson Parkway, Nashville, TN 37243	(615)-741-4849	Henri.Murphy@tn.gov
Gwen Laaser	TDHS/ Project Manager	James K. Polk Building, 15th Floor 505 Deaderick St, Nashville, TN 37243	(615)-313-3893	Gwen.Laaser@tn.gov
Dr. Marc Rumpler	TDOH/Laboratory Director	R.S. Gass Building 630 Hart Lane Nashville, TN 37243	(615) 262-6302	Marc.Rumpler@tn.gov
Liza Montalvo	US EPA Region 4/ QA Officer	61 Forsyth St., SW Atlanta, GA 30303	(404) 562-9402	montalvo.liza@epa.gov
Caroline Ejimofor	US EPA Region 4 Project Officer	61 Forsyth St., SW Atlanta, GA 30303	(404) 562-9309	Ejimofor.Caroline@epa.gov

4. Project Task Organization

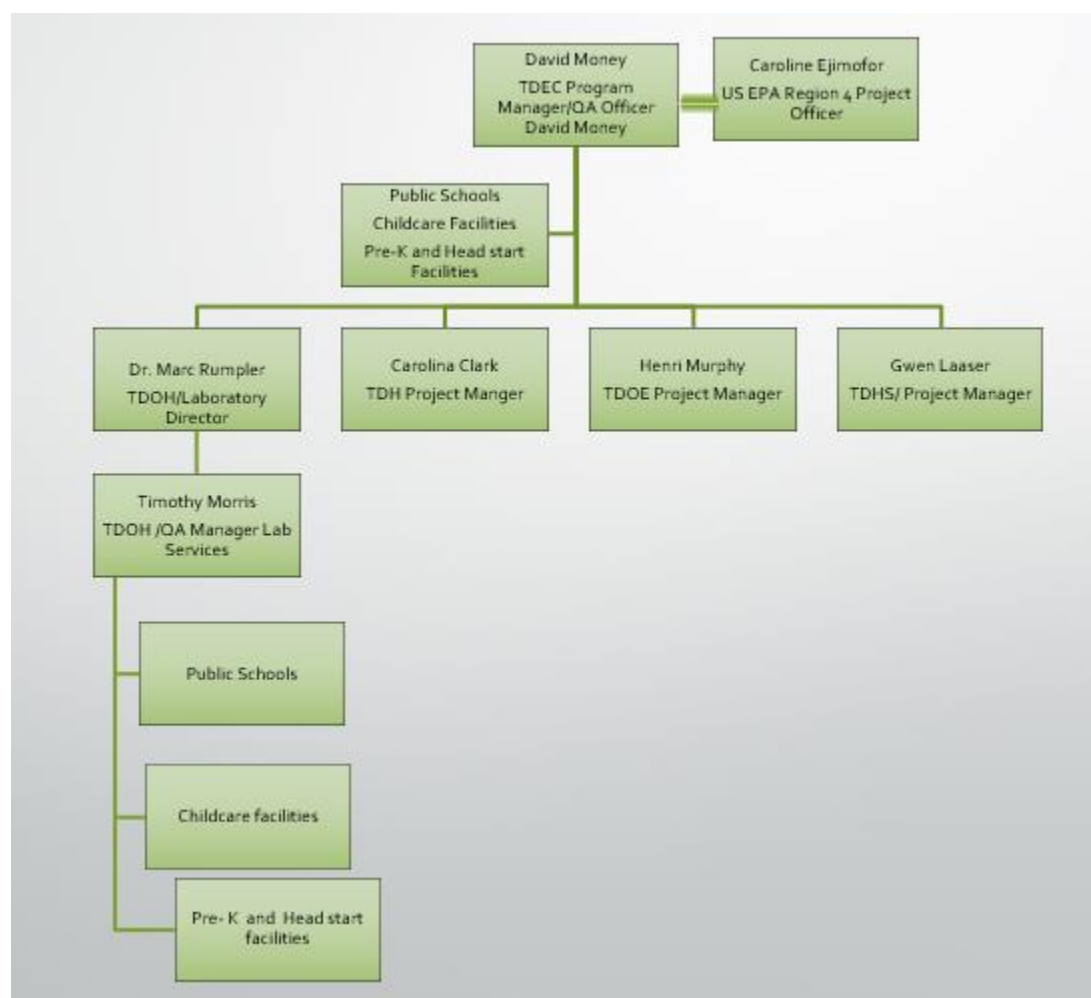
The TDEC Program Manager is responsible for coordination of Project Managers and other inter- agency efforts. The TDEC Program Manager is also the primary contact for technical assistance relating to sampling efforts, communication of sampling results to facilities and remedial action and or mitigation recommendations .

The Quality Assurance Officer (QAO) is responsible for reviewing the QAPP, and resolving any QA issues that may arise during the project for the Tennessee Department of Environment and Conservation (TDEC).

The Project Managers are responsible for developing listings of targeted facilities, preparation and mailing of communication packets, outreach efforts and database maintenance of testing results.

The Laboratory Director is responsible for sampling equipment purchases, development of sampling instructions, including maintenance of web based sampling instruction videos, the development and use of chain of custody forms, sample shipping, and notification of results. The laboratory QA Manager is responsible for packaging, tracking and sending sampling kits to facilities. Targeted facilities are responsible for sample collection and shipping of samples back to the laboratory. The Laboratory Director is responsible for supervising laboratory analyses to be performed in the Public Health Laboratory (TNDOH). This includes oversight of all quality assurance requirements in the laboratory, data review and qualification of the data. The Laboratory Director is also responsible for providing the Laboratory Data Report (LDR) to the facilities, Project Managers and Program Manager.

TN QAPP Organizational Chart



5. Special Training Needs.

Facility owners / operators will be responsible for sample collection which will be conducted in accordance with the EPA 3Ts guidance document. Sample collection techniques and procedure training will be provided through written instruction included in sample collection kits and through TDEC and TDOH staff via telephone and email. Additionally, sample collection instruction by YouTube videos via web site links and availability and assistance of TDEC and TDOH staff via telephone and email.

TDOH Laboratory personnel designated to analyze the samples have successfully completed required demonstrations of capability for the methods used. The Laboratory is a certified drinking water laboratory for the parameter and analytical method being used.

Assessments of the Laboratory capability are conducted on a three year cycle by the EPA Drinking Water Program. The Laboratory is region 4 EPA accredited for analysis of Lead (Pb) in Potable Water by EPA Method 200.8. The Laboratory Manager has responsibility for correction of all deficiencies in their laboratory program. See appendix A.

6. Problem Definition/Background

6.1 Problem Definition

The overall objective is to determine lead (Pb) concentrations at drinking water outlets (point of use) within TN daycare and head start facilities so that owner/operators can take corrective action(s) as necessary to reduce young children's lead exposure from drinking water sources.

For lead (Pb), the samplers will be instructed to collect a first draw (initial) sample immediately when the water is turned on after the appropriate stagnation period (8-18 hours). For any initial sample results that exceed 15 ppb or is deemed excessive, a follow up 30 second flush sample will be collected to determine if the lead contamination results are from the fixture or from interior plumbing components.

The analytical results will be used by the owner/operator at the facilities and the project managers to make a determination as to whether drinking water distributed from outlets (i.e. fountains, bubblers, and faucets) is contaminated with lead (Pb). If a first draw (initial) or follow-up (30 second) cold water sample is found to contain lead (Pb) at a concentration greater than 15 micrograms per liter ($\mu\text{g/L}$) or parts per billion (ppb) at the point of use, the Program Manager will provide guidance to the facilities on how to remediate.

6.2 Background

Lead (Pb) is a toxic metal that can be harmful to human health when ingested. Young children under the age of six years old are particularly sensitive to the effects of lead (Pb) because their bodies are still undergoing development. Lead (Pb) can get into drinking water by being present in the source water or by interaction of

the water with plumbing materials containing lead (Pb) (through corrosion). Common sources of lead (Pb) in drinking water include: solder, fluxes, pipes and pipe fittings, fixtures, and sediments. Thus, it is possible that different water outlets in a given building could have dissimilar concentrations of lead (Pb).

There is no federal law requiring testing of drinking water in schools and daycare facilities except for facilities that have their own water supply and would be subject to the Safe Drinking Water Act (SDWA) of 1974 as amended in 1986 and 1996. The 1988 Lead Contamination Control Act (LCCA) is aimed at identifying and reducing lead (Pb) in drinking water in schools and child care facilities.

In April 1994, EPA prepared two guidance documents to assist municipalities in meeting the requirements of the LCCA, Lead in Drinking Water in Schools and Non-Residential Buildings EPA 812-B-94-002 and Sampling for Lead in Drinking Water in Nursery Schools and Day Care Facilities, EPA 812-B-94-003. In October 2018 the EPA issued the revised technical guidance document 3Ts for Reducing Lead in Drinking Water in Schools and Child Care Facilities (EPA 815-B-18-007). The 3Ts revised technical guidance document is meant to assist schools and child care facilities in implementing programs and policies to reduce children's exposure to lead (Pb) in drinking water. (Appendix D.)

7. Project/Task Description

Tennessee plans to test Head Start/Early Head Start facilities, licensed child care centers and public schools during the project period October 1, 2019 – September 30, 2023.

This testing effort includes the goals of:

- a. Testing outlets used for water consumption at Head Start/Early Head Start, TDHS-licensed child care centers and public schools by the end of the project period.
- b. Providing education about lead and the importance of testing to all Head Start/Early Head Start TDHS-licensed child care centers and public schools.

EPA's 3Ts guidance 2-step sampling will be utilized. The State Laboratory will process and analyze samples collected under this program. To reach as many facilities as possible, initial 250 mL first draw samples will be taken at each drinking water tap and followed up with flush samples at locations identified with a lead result above 15 parts per billion.

TDEC will work with the facilities to communicate proper sample site identification and collection procedures including follow-up flush samples at identified facilities. Samples will be collected by the facility staff as appropriate. TDEC and its partners have set a goal to sample all facilities as follows:

- 467 Head Start/Early Head Start facilities
- 1,516 TDHS-licensed child care centers
- 11 TDHS Drop -in centers

- 1825 public schools
- It is estimated that 10% of the taps will require additional sampling (e.g., follow-up flush sampling).

All sampling efforts under this program will be properly coded and recorded using the coding system and recordkeeping recommendations from EPA's 3Ts guidance and in accordance with instructions from the State Lab. The State Lab will provide the testing results to the facilities and to TDH who will then enter the results in a database shared with TDEC. TDEC staff will reach out to facilities with results that are equal to or above the action level of 15 ppb and provide guidance on remediation and resampling. The State Lab will bill TDEC for the testing (there is a contract already in place which will be amended).

8. Quality Objectives and Criteria for Measurement Data

8.1 Precision

The Laboratory will perform replicate analysis of known samples (Laboratory Control Standard) to assess method precision. The acceptance criterion for replicate analysis is a maximum of 20 percent (%) relative percent difference (RPD).

8.2 Bias

The Laboratory will perform analysis of laboratory Fortified Blanks to assess accuracy/bias. The acceptance criterion for accuracy is for the results to be within plus or minus $\pm 15\%$ recovery of the known value.

A Field Reagent Blank (FRB) will be collected for each school as required in Method 200.8. FRB are used to determine whether the field or sample transporting procedures and environments have contaminated the sample.

If the FRB is reported at or below the laboratory's reporting limit ($1.0\mu\text{g/L}$) for Lead (Pb), then no action is required for the samples associated with that FRB.

If the FRB is reported above the laboratory's reporting limit ($1.0\mu\text{g/L}$) for Lead (Pb), then the sample(s) result associated with that FRB will be as follows:

If a sample result is more than ten times the FRB concentration, then the sample result will not be qualified and may be reported as submitted by the laboratory;

If a sample result is less than ten times the FRB concentration then the sample result will be qualified. The true value of the qualified sample is less than the value reported.

8.3 Representativeness

The sampling effort is designed to identify all drinking water outlets, within a facility, where there is a potential for water consumption (i.e. fountains, bubblers, etc...), food preparation outlets (i.e. cafeteria, kitchen and home economics classrooms) and other potential ingestion outlets (i.e. nurse, special education classrooms and medical office) that may require corrective action.

8.4 Comparability

The analytical methodology for this project is standard analytical methodology for drinking water (40 Code of Federal Regulations Part 141), ensuring that the data may be compared directly to this project drinking water action level for Lead (Pb) that is greater than 15 µg/L.

Analytical results from the first draw (initial) and the follow-up (30 seconds) samples will be compared to assist in determining the source of Lead (Pb) contamination. Results will not be used to assess compliance with the action levels in EPA's Lead and Copper Rule.

8.5 Completeness

In order to satisfy the objective of the project, samples will be collected from drinking water outlets, as described in this QAPP. One-hundred percent of submitted samples will be analyzed and reported

8.6 Sensitivity

The Laboratory's Reporting Limit (RL) for the determination of Lead (Pb) in drinking water samples, using EPA Method 200.8 (Laboratory SOP Env-Inorg-SOP-282.1-R.09) is 1.0µg/L which is below the EPA recommended action level of greater than 15 µg/L and meets the objectives of this project.

9. Non-Direct Measurement (secondary Data)

Secondary Data is not required for this project

10. Field Monitoring requirements

10.1. Monitoring Event Design

Samples will be collected according to EPA *3Ts for Reducing Lead in Drinking Water in Schools and Child Care Facilities: Training, Testing, Telling*

The facility operator /owner will prioritize each outlet for sampling based on the access or use of the outlet as source of drinking water, beverage preparation or food preparation. The number of samples per facility will vary based on the number of drinking outlets, types of outlets and locations of outlets. Each drinking water outlet will be considered a unique sample location.

Sampling Procedure:

Samples will be collected in accordance with the Standard Operating Procedure (EPA 3Ts Guidance) described in appendix B. First-draw samples consist of the first "plug" of water coming from the outlet, after the outlet has been sitting for a period of at least 8-18 hours. A 250mL sample will be collected from each

designated tap. Since these samples are first-draw samples, it will not be feasible to collect field duplicates. Instead, a trip blank will be used for daily trips. TDOH Laboratory will provide sample containers along with appropriate number of trip blanks. Facility sample collector will be provided written sampling instructions along with access to proper sample collection procedure videos. Unusual circumstances or deviations from the prescribed sample collection procedures will be reported to the Lab Director and QA Officer who will prescribe corrective action or re-sampling as deemed necessary.

Samples will be delivered to TDOH Laboratory routinely throughout the sampling event. Chain-of-custody procedures will be followed using TDOH Laboratory new sample tags (Appendix B). Samples will be acidified upon receipt at the TDOH Laboratory and analyzed after the 24 hour waiting period but no later than 48 hours after initial receipt.

TDOH Laboratory will analyze samples for lead using Method 200.8. Test results will be sent to the facility owner, TDEC, TDOE and TDHS within 10 days after sample analyses..

11. Analytical Requirements

11.1. Analytical Methods

Analyte	Analytical Method	Sample Matrix	Recommended Action Level	Method Detection Limit	Reporting Limit
Lead (Pb)	EPA Method 200.8	Drinking Water	> 15 µg/L (ppb)	0.14µg/L (ppb)	1.0µg/L (ppb)

11.2 Analytical Quality Control

The TDOH Laboratory has established protocols for the analysis of Quality Control (QC) samples with each analytical batch of samples, generally defined as a maximum of twenty samples. All QC results must be assessed and evaluated on an on-going basis and QC acceptance criteria must be used to determine the validity of the data.

For analytical testing, the laboratory includes positive control samples [Laboratory Control Sample (LCS) or Analytical Quality Control (AQC)] to evaluate the total analytical system. Negative control samples (Method Blanks) are used to assess the preparation batch for possible contamination during the preparation and processing steps. A blank is considered contaminated with any result at or above the analyte reporting limit. Specific control samples (Matrix Spikes) are used to indicate the effect of the sample matrix and replicates (matrix spike, LCS replicate) are performed to assess the precision of the results generated.

Note: MS/MSD and other QA/QC analysis is at the discretion of the laboratory performing the analysis. Sufficient sample volume will be collected for purposes of external laboratory QA/QC.

12. Supplies Ordering

A universal email account will be used for all supply requests and questions regarding sampling. Supply shipments will be sent two days per week (Tuesday and Thursday). All necessary supplies including shipping labels will be sent the requesting facility.

13. Sample Handling and Custody Requirements

All samples are aqueous and will be collected and labeled by facility owners/operators. Standard TDOH chain of custody (COC) procedures will be followed. The TDOH COC form will be used (appendix B). All samples will be transported to the laboratory by facility owners/operators, couriers or via federal express delivery service. All bottles will be delivered to the 6th floor of the R.S. Gass Building, logged into the laboratory information, management system and stored until testing.

All samples are initially tested for turbidity analysis to determine whether sample digestion is necessary. The vast majority of samples should not require digestion.

14. Instrument/Equipment Testing, Inspection, Maintenance and Calibration Requirements

All laboratory equipment will be tested, calibrated, and maintained in accordance with existing approved laboratory SOPs. There are no field instruments anticipated for this project.

14.2 Instrument/Equipment Calibration and Frequency

With regard to EPA Method 200.8 (Laboratory SOP Env-Inorg-SOP-282.1-R.09), the instrument calibration is performed on a daily basis.

14.3 Inspection/Acceptance of Supplies and Consumables

250mL sample containers are purchased pre-cleaned with “Certificate of Compliance” documentation. Sample containers are one-time use.

15. Data Management

The Laboratory Director will be responsible for retaining analytical records and providing the validated analytical data, data qualifiers and any case narrative to the facility.

The TDOH Laboratory Director will provide the testing results to the facilities and to the TDOH Project Manager who will then enter the results into a excel database shared with TDEC, TDHS and TDOE. The data will be retained on the TDOH website and be available for public viewing using tableau software. TDEC staff will contact facilities with results that are equal to or above the action level of 15 ppb and provide guidance on remediation and resampling. It will be the responsibility of the facility officials to conduct any remedial actions.

The Laboratory will provide a final electronic copy of the Laboratory Data Report (LDR) to each facility. The LDR will include a cover sheet that identifies all qualifiers, with a description for that qualifier, used by the laboratory. The LDR will include the analytical results, appropriate qualifiers and reporting limits for analyses of submitted samples, as requested by the user of the data. (appendix C)

16. EPA reporting requirements.

On a quarterly basis, report number and type of facilities tested, populations served by facilities, number of facilities that have lead detections, number of facilities with lead results exceeding 15 ppb, the number of

facilities that conduct follow up remedial actions and the amount of Wiin Grant funds used for the testing program. (appendix E)

LEAD TESTING IN SCHOOL AND CHILD CARE PROGRAM DRINKING WATER WIIN GRANT

2019-2023 WORK PLAN FOR THE STATE OF TENNESSEE Revised February 24, 2022)

Summary Statement

The State of Tennessee is committed to addressing lead in drinking water in schools, child care centers, and in all public water systems across the state. In 2018 the 110th Tennessee General Assembly successfully passed legislation requiring lead testing of drinking water sources in schools constructed prior to 1998. The Tennessee Department of Education (TDOE), Tennessee Department of Health (TDH) and Tennessee Department of Environment and Conservation (TDEC) have worked closely to provide guidance on the legislation and education on the effects of lead exposure in children. With this revision to the work plan, added partners include institutions of higher education in Memphis and Chattanooga as detailed in the contact list below.

With the funding appropriated under section 1464(d) of the Safe Drinking Water Act, amended by the Water Infrastructure Improvement Act (WIIN) section 2107, TDEC, in partnership with TDH, Tennessee Department of Human Services (TDHS), TDOE, and the two institutions of higher education (University of Tennessee at Chattanooga and Lemoyne-Owen College) plans to address lead exposure from drinking water by testing drinking water in Head Start/Early Head Start facilities, TDHS-licensed child care centers and public schools. TDEC will prioritize facilities that serve children less than 6 years of age and are in distressed or low-income communities or in regions with higher prevalence rates of childhood lead poisoning.

TDEC is using EPA's 3Ts manual as a guide to: (1) Communicate, throughout the implementation of the program, the results and important lead information to the public, parents, teachers/staff, and larger community; (2) Provide training on the risks of lead in drinking water and testing for lead; (3) Test using appropriate testing protocols and a certified laboratory; and (4) Take Action, including the development of a plan for responding to test results and addressing elevated lead levels when necessary.

SCOPE OF WORK

This section describes TDEC's plan to develop and implement the lead testing program in child care, Head Start/Early Head Start facilities and public schools and how this program meets goals as they relate to the reduction of lead in drinking water exposure among children.

The scope of work is divided into the following sections:

- I. STATE GOALS AND PRIORITIES
- II. PROGRAM IMPLEMENTATION AND ACTIVITIES
- III. ROLES AND RESPONSIBILITIES
- IV. TIMELINE AND MILESTONES
- V. WIIN PROGRAMMATIC PRIORITIES AND EPA'S STRATEGIC PLAN LINKAGE
- VI. ANTICIPATED OUTCOMES/OUTPUTS
- VII. BUDGET NARRATIVE

I. STATE GOALS AND PRIORITIES:

Tennessee plans to test all Head Start/Early Head Start facilities, licensed child care centers and public schools during the project period October 1, 2019 – September 30, 2025.

Table 1 shows the facility type, enrollment and facility count that will be included in the grant. Tennessee has approximately 21,000 children attending 467 Head Start and Early Head Start facilities. Head Start and Early Head Start are federally funded programs that provide free learning and developmental services to children ages 0-5 from low-income families.

TDHS licenses 4 types of child care facilities: child care centers, family child care homes, group child care homes and drop-in centers. TDHS defines licensed child care centers as those caring for 13 or more children. In order to prioritize established and sustained child care centers, child care centers and drop-in centers will be included in the grant and family and group child care homes will be excluded.

TN has approximately 967,437 students attending 1,825 public schools. Outreach to the schools will be conducted in 7 rounds spaced approximately at 1-month intervals to accommodate laboratory capacity. The grouping and outreach are phased and prioritized by risk using state data on distressed communities, percentages of students receiving free and reduced-price meals and prevalence rates of childhood lead poisoning.

Table 1: Inclusion in WIIN Grant Testing

Facility Type	Enrollment	Facility Count	Notes
Head Start/Early Head Start	21,000	467	TDHS HS/EHS = 224 Capacity=13,593 DOE/School-based and private partner sites =243 Capacity =7,407
TDHS-licensed Child Care Centers	142,531	1,516	TDHS Centers = 1516* Capacity 142,531* *Does not include 11 out of state centers
TDHS-licensed Drop-in Centers	827	11	
TDOE Public Schools	967,437	1,825	

In accordance with the America's Waters Infrastructure Act (AWIA) of 2018, which amended the SDWA section 1464(d), Tennessee will focus on voluntary testing for lead contamination in drinking water at Head Start/Early Head Start, TDHS-licensed child care centers and public

schools. Tennessee aims to reduce lead exposure at these facilities by testing for lead, identifying potential lead sources, and taking action. This testing effort includes the goals of:

- Testing outlets used for water consumption at all Head Start/Early Head Start, TDHS-licensed child care centers and public schools by the end of the project period.
- Providing education about lead and the importance of testing to all Head Start/Early Head Start, TDHS-licensed child care centers and public schools.

With this revision, a separate grant through the partnership with the Children's Environmental Health Grant has been established by TDEC subawarding two institutions of higher education (University of Tennessee at Chattanooga and Lemoyne-Owen in Memphis) to assist with contacting Head Start and childcare centers in disadvantaged communities in their two areas and facilitate the testing of their water for lead and providing follow-up to these facilities. A detailed scope of work and a detailed work plan specific to these subcontracts is included in appendices A and B. The facilities in this specific work are included in the statewide totals listed above.

II. PROGRAM IMPLEMENTATION AND ACTIVITIES:

TDEC will utilize existing partnerships to implement the lead testing program. During the first quarter of the project period, TDEC, TDH, TDHS and TDOE will begin notification to eligible facilities and the public (through a variety of communication methods) of the opportunity to conduct lead testing. A packet containing information on lead in drinking water, the lead testing program and EPA's 3T's guidance will be mailed to all eligible facilities. Facilities that are interested in participating in the program will notify TDEC. TDEC will assist in assessing the number of samples that will be required for that facility and provide that information to the TDH laboratory. The Laboratory will ship the sample containers along with prepaid Federal Express shipping labels to the facilities. All laboratory testing will be handled by the TDH State Laboratory, which is located in Nashville.

The sampling kit consists of bottles with caps, sample identification tags, sample instruction sheet, shipping box and preprinted Federal Express return shipping labels. The number of bottles shipped will be based upon the number of point sources to be sampled. After the sampling has been completed, the bottles are placed in the provided box along with the sample identification tags. The box will be sealed, and the label affixed to the box. Federal Express will be called for a pickup by the client and Federal Express will return samples to the Nashville laboratory within 24-48 hours of sample collection.

The State Lab will provide the testing results to the facilities and to TDH who will then enter the results in a database shared with TDEC. TDEC staff will reach out to facilities with results that are equal to or above the action level of 15 ppb and provide guidance on remediation and resampling. The State Lab will bill TDEC for the testing (there is a contract already in place which will be amended).

TDEC, along with its partners, will utilize EPA's 3Ts guidance (www.epa.gov/safewater/3ts) to implement its testing program. This includes efforts to (1) **Communicate**, throughout the implementation of the program, the results and important lead information to the public, parents, teachers/staff, and larger community; (2) **Train** on the risks of lead in drinking water and testing

for lead, as well as developing key partnerships to support the program; (3) **Test** using appropriate testing protocols and a certified laboratory; and (4) **Take Action**, including the development of a plan for responding to test results and addressing elevated lead levels when necessary. Below are specific activities included in these key elements:

- **Communication:** Tennessee has established key partnerships to support the program and keep the public informed (see more on partnerships in Appendix A). TDEC recognizes that timely dissemination of communication materials is of the utmost importance. Therefore, information about the sampling program and lead in drinking water will be shared before the lead in drinking water sampling program begins, after obtaining the results of testing, when/if corrective measures are decided upon (and in the event no corrective measures are appropriate because the lead levels are below 15 parts per billion), and in response to periodic interest in the program. Specifically:
 - Notification to facilities of the availability of lead testing kits along with informational materials will occur at least 30 days prior to the estimated start of the testing program effort.
 - Testing results will be shared with the facility as soon as possible, but no later than 2 weeks following the receipt of the final results.
 - Press releases may be issued, at the discretion of TDEC in collaboration with TDHS, TDH and TDOE, at the start of the program, as needed throughout the project period and upon completion of the water testing program.
 - Information on lead and testing for lead in drinking water will be updated regularly and available to the public on the TDH website.

TDEC and its partners will use a variety of communication methods, with the goal of reaching the target audiences, including press releases, letters/fliers, presentations, emails, and websites. In addition, Head Start/Early Head Start, child care facilities and schools will be encouraged to have test results available in their administrative offices and on their public websites, if applicable.

TDEC has identified its target audiences as: the Head Start/Early Head Start, schools and child care center community (e.g., parents, teachers, and staff), the larger community, local community organizations, and the drinking water community (e.g., utilities serving these facilities).

All partners will make efforts to encourage Head Start/Early Head Start, child care centers and schools to participate in the testing program. The program is voluntary, so it is uncertain exactly how many facilities will choose to participate.

With the revisions to this work plan and new partnership the work is expanded to include new outreach in Memphis, Chattanooga and counties surrounding Hamilton County to Head Start facilities and childcare centers. The new partnerships are detailed in Attachments with their specific work plan for the project.

- b. **Training:** TDEC and TDH will provide education on the risks of lead in drinking water and testing for lead to facilities. TDH will provide detailed instructions on proper sampling

for the analysis of lead in drinking water. A link to a YouTube video on proper technique for sample collection will also be provided. Resources and educational materials will be posted on the website for access by the public.

- c. **Testing:** EPA's 3Ts guidance 2-step sampling protocol (https://www.epa.gov/sites/production/files/2015-09/documents/module_5_3ts_2-step_sampling_protocol_508.pdf) will be utilized. The State Laboratory will process and analyze samples collected under this program. To reach as many facilities as possible, initial 250 mL first draw samples will be taken at each drinking water tap and followed up with flush samples at locations identified with a lead result above 15 parts per billion. Outlets not being tested could be labeled as "not for drinking water." This may include utility sinks and sinks not used for drinking water or preparing food.

TDEC will work with the facilities to communicate proper sample site identification and collection procedures including follow-up flush samples at identified facilities. Samples will be collected by the facility staff as appropriate. TDEC and its partners have set a goal to sample all facilities as follows:

- 467 Head Start/Early Head Start facilities
- 1,516 TDHS-licensed child care centers
- 11 TDHS Drop -in centers
- 1,825 public schools
- It is estimated that 10% of the taps will require additional sampling (e.g., follow-up flush sampling).

All sampling efforts under this program will be properly coded and recorded using the coding system and recordkeeping recommendations from EPA's 3Ts guidance and in accordance with instructions from the State Lab.

- d. **Taking Action:** TDEC will provide technical assistance to facilities for responding to test results and addressing elevated lead levels when necessary. Recommended responses to results will follow remediation and mitigation recommendations in the EPA 3Ts guidance. TDEC will utilize an action level of 15 parts per billion (the action level used in the Tennessee public school testing legislation) for making contact with facilities to guide follow-up action and connect facilities with resources, when available, to support remediation. The recommendations will include re-testing post-remediation to ensure efforts to reduce lead levels were effective.

III. ROLES AND RESPONSIBILITIES:

A list of roles and responsibilities is listed below, and potential project partners are identified in Appendix A. Roles and responsibilities will be further outlined in a Memorandum of Understanding (MOU) between TDOE, TDH, TDHS and TDEC that is currently being developed.

3Ts Program Contact: This person will serve as a resource for staff by providing guidance and training on the 3Ts program.	David Money Division of Water Resources 1421 Hampshire Pike Columbia TN David.Money@tn.gov
Public Communications: This person will issue press releases, communicate with news media, and collaborate with TDH, TDHS and TDOE for shared communications efforts.	Kim Schofinski TDEC Deputy Communications Director William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Ave., Nashville TN 37243 p. (615) 350-3431 c. (615) 571-3165 Kim.Schofinski@tn.gov
Website Contact: This person will ensure the website contains up-to-date information on the lead testing program and will provide information as needed to TDHS, TDOE and TDEC for their own websites.	Carolina Clark, MD, MPH Andrew Johnson Tower, 8th Floor 710 James Robertson Parkway, Nashville, TN 37243 Carolina.Clark@tn.gov
Sampling Contact: This person will serve as a resource for facilities during the sampling process to ensure samples are properly collected in accordance with the 3Ts program.	David Money Division of Water Resources 1421 Hampshire Pike Columbia TN David.Money@tn.gov
Sample Analyses: The State Lab will provide the testing results to the facilities and to TDH who will then enter the results in a database shared with TDEC. TDEC staff will reach out to facilities with results that are equal to or above the action level of 15 ppb and provide guidance on remediation and resampling. The State Lab will bill TDEC for the testing (there is a contract already in place which will be amended).	Marc J Rumpler, MS, PhD, DABCC, NRCC, DLM (ASCP)cm Environmental Division Director Division of Laboratory Services R.S. Gass Building 630 Hart Lane Nashville, TN 37243 Marc.Rumpler@tn.gov
Remediation Activities Contact: This person will serve as a point of contact for facility staff to provide guidance on any required remediation and mitigation efforts.	David Money Division of Water Resources 1421 Hampshire Pike Columbia TN David.Money@tn.gov
Record Keeper and Data Contact: This person will keep record of all communications and training materials and will work with an epidemiologist to develop a database to house results of testing.	Carolina Clark, MD, MPH Andrew Johnson Tower, 8th Floor 710 James Robertson Parkway, Nashville, TN 37243 Carolina.Clark@tn.gov

Outreach, Assessment and Assistance Contact. This position will conduct direct outreach to facilities to encourage participation in the program, assist with sampling plan development and onsite sampling when requested. This person will also provide follow up to facilities with elevated levels and provide assistance in communicating results, re-sampling and mitigation or remediation actions.	TN Dept of Health Division of Laboratories Winn Grant Coordinator Jared Jones Division of Laboratory Services R.S. Gass Building 630 Hart Lane Nashville, TN 37243 Jared.Jones@tn.gov
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IV. TIMELINE AND MILESTONES:

A detailed timeline for the project, including milestones for specific tasks, can be found below. Fiscal years begin October 1, 2019. The timeline for the project with University of Tennessee at Chattanooga and Lemoyne-Owen College is included in the Attachment work plan.

WIIN Grant Priority Ranking and Outreach Schedule

Round	Email date	Mail date	Target facilities	Number of facilities
Child care centers/Head Start	October 1, 2020	October 15, 2020	Child care centers/Head Start	1,994
1	November 1, 2020	November 15, 2020	Schools in Round 1: At risk and distressed counties	285
2	December 1, 2020	December 15, 2020	Schools in Round 2: Shelby County schools	271
3	January 1, 2021	January 15, 2021	Schools in Round 3: Prioritized by % of students receiving free and reduced-price meals	254
4	February 1, 2021	February 15, 2021	Schools in Round 4: Prioritized by % of students receiving free and reduced-price meals	254
5	March 1, 2021	March 15, 2021	Schools in Round 5: Prioritized by % of students receiving free and reduced-price meals	254
6	April 1, 2021	April 15, 2021	Schools in Round 6: Prioritized by % of students receiving free and reduced-price meals	254
7	May 1, 2021	May 15, 2021	Schools in Round 7: Prioritized by % of students receiving free and reduced-price meals	253
8-15	Sep 1, 2021	May 2022	The outreach activity will be repeated in the manner outlined for Childcare Centers/Head start and rounds 1-7 during the period of Sep 2021- May 2022	
Total Child care centers/Head Start				1,994

Total schools				1,825
Combined Total				3,819

- **FY2019 Quarter 4:** Begin assembling program team; publish resources and information on webpages.
- **FY2020 Quarter 1:** Continued program team coordination of resource and document development.
- **FY2020 Quarter 2:** Receive funding from federal award agency.
- **FY2020 Quarter 3:** Begin laboratory preparations; begin communication to the public about the grant program; notification by TDOE and TDHS of the program to facilities; gather materials to be included in informational packets; training of program personnel.
- **FY2020 Quarter 4:** Materials and logistical preparations continue.
- **FY2021 Quarter 1:**
 - TN Drinking Water Sampling for lead concentrations in Pre-Schools Child Care Facilities and Public Schools QAPP approved.
 - TDOE/TDH/TDEC/TDHS initial press release
 - Informational packet will be mailed to all eligible facilities.
- Facilities that are interested in participating in the program will notify TDEC. The State Laboratory will be notified to ship sampling kits to the facilities. The sampling kit will include detailed instructions on how to take a proper sample. Facilities will be instructed to call Fed Ex for pickup and return of the samples to the State Laboratory within 24-48 hours. The laboratory will provide test results to the facilities and to TDH who will then enter the results in a database. TDEC staff will reach out to facilities with results that are equal to or above the action level of 15 ppb and provide guidance on remediation and resampling.
- **FY2021 Quarter 2:** Continued outreach and sampling program continues.
- **FY2021 Quarter 3:** Continued outreach and sampling program continues.
- **FY2021 Quarter 4-FY 2025 Quarter 2:** Continued outreach and sampling program continues (if necessary).
- **FY2025 Quarter 3: Finish up any remaining post-remediation sampling, prepare final reports and web page update.**
 - Tennessee expects to have sampled 80-100% of the participating child care and head start facilities by this point.
-
- **FY2025 Quarter 4**
 - TDOE/TDH/TDEC/TDHS final press release.
 - Tennessee expects to have sampled 100% of the participating facilities by this point.

V. WIIN PROGRAMMATIC PRIORITIES AND EPA’S STRATEGIC PLAN:

The principal objective of the assistance to be awarded under this program is to provide grants to states to help schools and child care facilities identify lead contamination in drinking water, utilizing EPA’s 3Ts guidance or applicable state regulations or guidance that are not less stringent. The goals of the Program are to: (1) Reduce children’s exposure to lead in drinking water; (2) Help states target funding toward schools and child care programs unable to pay for testing; (3) Utilize the 3Ts model or model no less stringent to establish best practices for a lead in drinking water prevention program; (4) Foster sustainable partnerships at the state and local level to allow for more efficient use of existing resources and exchange of information among experts in various educational and health sectors; and (5) Enhance community, parent, and teacher cooperation and trust.

The activities described in this work plan support the WIIN Programmatic Priorities and EPA’s FY 2018-22 Strategic Plan, Goal 1, “Core Mission: Deliver real results to provide Americans with clean air, land, and water, and ensure chemical safety,” Objective 1.2, “Provide for Clean and Safe Drinking Water: Ensure waters are clean through improved water infrastructure and, in partnership with states and tribes, sustainably manage programs to support drinking water, aquatic ecosystems, and recreational, economic, and subsistence activities.”

VI. ANTICIPATED OUTCOMES/OUTPUTS:

Outputs and outcomes expected to be achieved under the agreement are described below. Specific outcomes for the partnership for their specific geographic areas are detailed in the Attachment.

Outputs for this project include:

- 1) Use the EPA’s 3Ts for Reducing Lead in Drinking Water guidance to implement the state program;
- 2) Develop a strategy for lead testing in drinking water in child care facilities and schools statewide that supports a robust training, monitoring, and maintenance plan and helps protect children from lead exposure now and in the future;
- 3) Prioritize testing facilities that care for children under 6 years old;
- 4) Provide results of any testing carried out using grant funds in the school and child care center offices and/or website (when applicable) and notify parents, teachers/staff, and organizations of the availability of the results;
- 5) Establishment of routine practices such as those outlined in the 3Ts guidance.
- 6) Establish a MOU between TDOE, TDHS, TDH and TDEC to implement this program.

Outcomes for this project include:

- 1) Improve the understanding of how to reduce lead in drinking water by utilizing the 3Ts toolkit and TDEC guidance in determining the best actions for remediation;
- 2) Reduce children's exposure to lead in drinking water;
- 3) Improve staff and community knowledge on lead in drinking water and other environmental harms;
- 4) Establish routine practices such as those outlined in the 3Ts guidance;
- 5) Foster sustainable partnerships at the state and local level to allow for a more efficient use of resources and the exchange of information among experts in various areas of school, child care, utility, and health sectors; and
- 6) Enhance community, parent, and teacher trust.

VII. BUDGET NARRATIVE:

The FY 2018-2019 WIIN grant amount will be \$697,000. Of this amount, four percent will be reserved for TDEC grant administration costs (\$27,880) and the remainder (\$669,120) will be used for printing, mailing, sample collection and analyses. Any funds remaining from this grant will be utilized for the FY 2020 public schools sampling project.

WIIN Grant FY 2018-2019 funds

Type	Total
4% Grant administration costs (reporting, recordkeeping, technical support, and initial training and education)	\$27,880.00
Initial sampling, shipping and laboratory analysis (\$27.85 per sample; 1 kit needed per sample). 1994 facilities x 10 samples x \$27.85 =\$ 555,329.00	\$555,329.00
Printing and mailing informational packets to facilities; other outreach efforts	\$113,791.00
Total	\$697,000.00

The FY 2020 WIIN grant supplemental funding amount will be \$332,000. Of this amount, four percent will be reserved for TDEC grant administration costs (\$13,280.00) and the remainder (\$318,720.00) will be used for sample collection and analyses.

WIIN Grant FY 2020 funds

Type	Total
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4% Grant administration costs (reporting, recordkeeping, technical support, and initial training and education)	\$13,280.00
Initial sampling, shipping, and laboratory analysis (\$27.85 per sample; 1 kit needed per sample). 1825 facilities x 10 samples x \$27.85 =\$ 508.262.00	\$508,262.00
Total	\$(-189,542) *

*Any remaining FY 2018-2019 funds will be rolled over to cover this deficit and or additional state appropriations will be pursued if needed.

WIIN Grant FY 2021 funds

The FY 2021 WIIN grant supplemental funding amount will be \$339,000. Of this amount, four percent will be reserved for TDEC grant administration costs (\$13,560.00) and the remainder (\$325,440.00) will be used for sample collection and analyses which will include TDH contractual staff conducting analytical work, sampling assistance and additional outreach.

Type	Total
4% Grant administration costs (reporting, recordkeeping, technical support, and initial training and education)	\$13,560.00
Printing and mailing informational packets to facilities; other outreach efforts and laboratory analytical supplies.	\$119, 673.50
TDH Contractual staffing during FY 21-25	\$205,766.50
Total	\$339,000.00

APPENDIX A: PARTNERS UNDER THIS PROGRAM**Tennessee Department of Education**

Henri Murphy
 Director, Head Start State Collaborative Office
 Office of Early Learning
 TN Department of Education
 710 James Robertson Parkway, Nashville, TN 37243
Belva.Weathersby@tn.gov

Tennessee Department of Health

Carolina Clark, MD, MPH
 Child Health Medical Consultant
 Andrew Johnson Tower, 8th Floor
 710 James Robertson Parkway, Nashville, TN 37243
Carolina.Clark@tn.gov

Margaret Major, MPA
 Director, Perinatal, Infant, and Pediatric Care
 Andrew Johnson Tower, 8th Floor
 710 James Robertson Parkway, Nashville, TN 37243
Margaret.Major@tn.gov

Marc J Rumpler, MS, PhD, DABCC, NRCC, DLM (ASCP)cm|
 Environmental Division Director, Division of Laboratory Services
 R.S. Gass Building
 630 Hart Lane
 Nashville, TN 37243
Marc.Rumpler@tn.gov

Craig Edwards
 Assistant Director, Environmental Laboratories
 Division of Laboratory Services
 R.S. Gass Building
 630 Hart Lane
 Nashville, TN 37243
Craig.edwards@tn.gov

Tennessee Department of Human Services

Jude White
 Assistant Commissioner for Child Care and Community Services
 James K. Polk Building, 15th Floor
 505 Deaderick St, Nashville, TN 37243
Jude.white@tn.gov

Gwen Laaser
Director, Child Care Services
Division of Child Care and Community Services
James K. Polk Building, 15th Floor
505 Deaderick St, Nashville, TN 37243
Gwen.laaser@tn.gov

Higher Education Institution Partners

Dr. Dawn Ford
Project Manager
University of Tennessee at Chattanooga
615 McCallie Ave.
Chattanooga, TN 37403
Dawn-Ford@utc.edu

Dr. Sherry Painter
Project Manager
Lemoyne Owen College
807 Walker Ave.
Memphis, TN 38126
Sherry.Painter@loc.edu

Additional Partners will include:

- Local Health Departments
- Water Utilities
- Head Start/Early Head Start Staff and Teachers
- Child Care Facility Staff/Directors
- Parents
- Local plumbing and construction contractors/suppliers

CHILDREN’S ENVIRONMENTAL HEALTH GRANT

2019 - 2023 WORK PLAN FOR THE STATE OF TENNESSEE

Introduction of project

This Children’s Environmental Health (CEH) Grant will be utilized to support outreach and sampling training efforts, as well as action plans for facilities with elevated lead levels. The focus of the effort will be Head Start/Early Head Start facilities and licensed child care centers in the Memphis and Chattanooga areas. The project will complement work being conducted under Tennessee’s effort to address lead exposure from drinking water by testing drinking water in Head Start/Early Head Start facilities and Tennessee Department of Human Services (TDHS)-licensed child care centers statewide. The statewide effort is being funded by the Water Infrastructure Improvement Act (WIIN) section 2107. The work under this Children’s Environmental Health Grant will be conducted in alignment with the Safe Drinking Water Act (SDWA) Section 1442 and Objectives 1.2 and 1.4 under Goal 1 of the FY 2018-2022 U.S. EPA Strategic Plan.

This project will also complement EPA’s Community Driven Solutions (CDS) Initiative and EPA’s and TDEC’s College and Underserved Community Partnership Programs. Tennessee has been selected by EPA Region 4 to implement CDS in Memphis and Chattanooga. CDS is focused on enhancing government’s collaboration with vulnerable and underserved communities by identifying, leveraging, and maximizing the support and resources of EPA and other partners. Under the CDS initiative, SCHD, UTC, TDEC and EPA will work to identify approximately 393 Head Start/Early Head Start facilities and licensed child care centers to target for outreach on the benefits of testing their drinking water for lead. The facilities will be selected utilizing children’s blood lead level data from the TN Department of Health, opportunity zones as identified by the Tennessee Department of Economic and Community Development. As part of community outreach, LOC, UTC, and TDEC will organize a press release with local media sources in the Memphis and Chattanooga areas notifying the community of the importance of preventing lead exposure, details of the project, and provide EPA and TDEC links where they can get more information about lead in drinking water. TDEC will subaward the Children’s Environmental Health Grant to LOC and UTC to conduct the outreach of selected facilities, sampling collection and training, and developing action plans for facilities with elevated lead levels.

LOC and UTC will use aspects of EPA’s 3Ts manual as a guide, including the steps to:

- **Communicate**, throughout the implementation of the program, important lead information to the public, parents, teachers/staff, and larger community;
- Provide **training** on the risks of lead in drinking water and the process of testing for lead; and
- **Take Action**, including the development of a plan for responding to test results and addressing elevated lead levels when necessary. Action plans will be based on the data collected from the larger state testing effort being conducted under the WIIN grant.

SCOPE OF WORK

This section describes TDEC's plan to develop and implement the CEH lead outreach, training and action plan project in child care and Head Start/Early Head Start /licensed childcare facilities in both Memphis and Chattanooga communities, and how this program meets goals as they relate to the reduction of lead in drinking water exposure among children. The plan will be implemented through a subaward to LOC and UTC.

The scope of work is divided into the following sections:

- VIII. STATE GOALS AND PRIORITIES
- IX. PROGRAM IMPLEMENTATION AND ACTIVITIES
- X. ROLES AND RESPONSIBILITIES
- XI. TIMELINE AND MILESTONES
- XII. PROGRAMMATIC PRIORITIES AND EPA'S STRATEGIC PLAN LINKAGE
- XIII. ANTICIPATED OUTCOMES/OUTPUTS
- XIV. BUDGET NARRATIVE

I. STATE GOALS AND PRIORITIES:

Tennessee has been selected by EPA Region 4 to implement EPA's Community-Driven Solutions (CDS) Initiative. CDS is focused on enhancing government collaboration with vulnerable and underserved communities by identifying, leveraging, and maximizing the support and resources of EPA and other partners. Memphis has been identified by EPA Region 4 as one of the targeted cities for the CDS effort.

Through this CEH grant, TDEC aims to reduce lead exposure at Head Start/Early Head Start /licensed childcare facilities by conducting outreach at the facilities and in the community on the importance of lead testing, training the facilities on preventing lead exposure, and taking action. This work will be conducted through a subaward to LOC and UTC. This effort includes the goals of:

- Providing education about lead and the importance of testing to the selected Head Start/Early Head Start and TDHS-licensed child care centers in Memphis and Chattanooga.
- Providing a press release with local media sources in the Memphis and Chattanooga areas notifying the community of the importance of preventing lead exposure, details of the project, and provide EPA and TDEC links where they can get more information about lead in drinking water.
- Developing action plans to address facilities with elevated test results.

II. PROGRAM IMPLEMENTATION AND ACTIVITIES:

During the second quarter of the project period, TDEC, LOC, and UTC, and partner entities identified through the CDS initiative will develop outreach and training materials and a communication plan on the importance of lead testing and the sampling process. Initial meetings

and training sessions will be conducted with the targeted child care and Head Start/Early Head Start facilities.

TDEC, LOC, UTC, and the partner entities will develop plans for communicating test results and actions for addressing elevated test levels. Additional funding of \$3,250.00 remaining from the \$25,000 CEH grant will be utilized for additional site assistance conducted beyond scope of outreach to 100 child care facilities by LOC and 150 child care facilities by UTC.

LOC and UTC, through the subaward from TDEC, will utilize aspects of EPA's 3Ts guidance (www.epa.gov/safewater/3ts) to implement this CEH work plan. This includes activities from the following key elements:

- a. **Communication/Outreach:** Tennessee has established key partnerships to support the program and keep the community informed (see more on partnerships in Appendix A). Outreach about the sampling program and lead in drinking water will be shared before the lead in drinking water sampling begins and, after obtaining the results of testing, when/if lead levels are above 15 parts per billion at any facility.
- b. **Taking Action:** TDEC, through the subaward to LOC and UTC, will work with the facilities to develop plans for responding to test results and addressing elevated lead levels when necessary. TDEC will utilize an action level of 15 parts per billion (the action level used in the Tennessee public school testing legislation).

III. ROLES AND RESPONSIBILITIES:

A list of roles and responsibilities is listed below, and potential project partners are identified in Appendix A.

Children's Environmental Health Grant Contact: This person will serve as a resource for staff by providing guidance and training on the CEH work plan.	Elaine Boyd Senior Advisor TDEC Bureau of Environment William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Ave., Nashville TN 37243 Elaine.boyd@tn.gov Brook Powell Environmental Scientist TDEC Office of Sustainable Practices 312 Rosa L. Parks Ave., Nashville, TN 37243 Brook.Powell@tn.gov
Outreach/Training: This person will serve as a resource for staff and partners on the outreach/training efforts planned for the identified facilities.	Brook Powell Environmental Scientist TDEC Office of Sustainable Practices 312 Rosa L. Parks Ave., Nashville, TN 37243 Brook.Powell@tn.gov

Remediation Activities Contact: This person will serve as a point of contact for facility staff to provide guidance on the development of action plans for elevated lead levels.	David Money Division of Water Resources 1421 Hampshire Pike Columbia TN David.Money@tn.gov
Record Keeper and Documentation Contact: This person will keep record of all communications and training materials.	Elaine Boyd Senior Advisor TDEC Bureau of Environment William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Ave., Nashville TN 37243 Elaine.boyd@tn.gov

IV. TIMELINE AND MILESTONES:

A detailed timeline for the project, including milestones for specific tasks, can be found below. Quarterly reports on the status will be provided to EPA Region 4. Fiscal year begins October 1.

FY2020 Quarter 1

- Finalization of subaward to Shelby County Health Department.

FY2020 Quarter 2

- Completion of subaward to Shelby County Health Department.
- Identification of selected Memphis Head Start/Early Head Start facilities and licensed child care centers.
- Preparation of communication / outreach plans and training materials for selected Memphis Head Start/Early Head Start facilities and licensed child care centers.
- Identification of community partners.
- Meetings with facilities and community partners.
- SCHD, TDEC, EPA and other partners develop contingency action plans for any facility with elevated levels.

FY2020 Quarter 3

- Results expected to be coming in from TDEC testing under the statewide lead testing project. (Note that timing for the remaining milestones is dependent upon the availability of the testing results.)
- Communications with centers and community partners regarding test results.
- Action plans provided to facilities with elevated levels.

FY 2020 Quarter 4

- Follow up with centers and community partners on action plans.
- Closing report on project.

Revised milestone schedule due to COVID 19 delays and social distancing orders. Work originally planned to be completed by Shelby County Health Department will instead be conducted by LOC and UTC due to increased responsibilities by Health Departments at this time due to COVID 19. Grant extension approved by EPA expires September 30, 2023:

July 2020 – December 2021

- Identification of university partners Lemoyne-Owen College (LOC) and University of Tennessee at Chattanooga (UTC) to subaward for support of project.
- Identification of Head Start/Early Head Start facilities and licensed child care centers in Shelby, Hamilton, Bradley, and Marion Counties.

January 2022 – August 2023

- Complete subaward with LOC and UTC.
- Preparation of SOP outlining marketing and outreach expectations of student participants,
- Preparation of communication / outreach plans and training materials for selected Head Start/Early Head Start facilities and licensed child care centers.
- Identification of community partners.
- Meetings with students to discuss SOP outreach and action steps.
- Implement outreach to all identified Head Start/Early Head Start facilities and licensed child care centers. Outreach will be conducted by e-mail, phone, and in person and include the following:
 1. Distribute educational materials to facilities provided by TDEC and EPA.
 2. Complete questionnaire with facilities and order lab testing kits.
 3. Schedule appointments to collect water samples once testing kits are received.
 4. Develop action plans for those facilities with elevated lead test levels.
- Provide a press release with local media sources in the Memphis and Chattanooga areas notifying the community of the importance of preventing lead exposure, details of the project, and provide EPA and TDEC links where they can get more information about lead in drinking water.

September 30, 2023

- Closing report on project.

V. PROGRAMMATIC PRIORITIES AND EPA’S STRATEGIC PLAN:

This work plan supports several programmatic priorities including the state of Tennessee’s commitment to addressing lead in drinking water in schools, child care centers, and in all public water systems across the state. In 2018 the 110th Tennessee General Assembly successfully passed legislation requiring lead testing of drinking water sources in schools constructed prior to 1998. The Tennessee Department of Education (TDOE), Tennessee Department of Health (TDH) and Tennessee Department of Environment and Conservation (TDEC) have worked closely to provide guidance on the legislation and education on the effects of lead exposure in children.

This work plan supports the programmatic priorities of EPA’s Community-Driven Solutions and EPA and TDEC’s College and Underserved Community Partnership Programs to enhance

government collaboration with vulnerable and underserved communities by identifying, leveraging, and maximizing the support and resources of EPA and other partners.

The activities described in this work plan also support EPA's FY 2018-22 Strategic Plan, Goal 1, "Core Mission: Deliver real results to provide Americans with clean air, land, and water, and ensure chemical safety," Objective 1.2, "Provide for Clean and Safe Drinking Water: Ensure waters are clean through improved water infrastructure and, in partnership with states and tribes, sustainably manage programs to support drinking water, aquatic ecosystems, and recreational, economic, and subsistence activities."

ANTICIPATED OUTCOMES/OUTPUTS:

Outputs and outcomes expected to be achieved under the agreement are described below.

Outputs for this project include:

- 1) Use aspects of EPA's 3Ts for Reducing Lead in Drinking Water guidance to implement the state program;
- 2) Use of Community-Driven Solutions Initiative and Tennessee College and Underserved Community Partnership Program to prioritize vulnerable communities in Shelby, Hamilton, Bradley, and Marion Counties.

Outcomes for this project include:

- 1) Improve the community's knowledge regarding children's exposure to lead in drinking water;
- 2) Utilize training to improve the capability of the centers to conduct sampling for lead in drinking water;
- 3) Improve engagement between TDEC and partners and the selected communities;
- 4) Develop action plans for those centers with elevated lead test levels; and
- 5) Establish collaborative model for outreach, training and action plan development that can be replicated statewide.

VII. BUDGET NARRATIVE:

See Attached Budget Justification

APPENDIX A: PARTNERS UNDER THIS PROGRAM**Lemoyne-Owen College**

Sherry Painter, PHD
 Division of Natural & Mathematical Sciences, Chair
 LeMoyne-Owen College
 807 Walker Avenue, Memphis, TN 38126
Sherry.Painter@loc.edu

Angela Wooten
 Grants Compliance Officer
 LeMoyne-Owen College
 807 Walker Avenue, Memphis, TN 38126
Angela.Wooten@loc.edu

University of Tennessee at Chattanooga

Dawn Ford, PHD
 Chief Epidemiologist, Health Services
 The University of Tennessee at Chattanooga
 615 McCallie Avenue, Chattanooga, TN 37403
Dawn-ford@utc.edu

Tennessee Department of Education

Belva Weathersby
 Director, Head Start State Collaborative Office
 Office of Early Learning
 TN Department of Education
 710 James Robertson Parkway, Nashville, TN 37243
Belva.Weathersby@tn.gov

Tennessee Department of Health

Carolina Clark, MD, MPH
 Child Health Medical Consultant
 Andrew Johnson Tower, 8th Floor
 710 James Robertson Parkway, Nashville, TN 37243
Carolina.Clark@tn.gov

Margaret Major, MPA
 Director, Perinatal, Infant, and Pediatric Care
 Andrew Johnson Tower, 8th Floor
 710 James Robertson Parkway, Nashville, TN 37243
Margaret.Major@tn.gov

Tennessee Department of Human Services

Jude White

Assistant Commissioner for Child Care and Community Services

James K. Polk Building, 15th Floor

505 Deaderick St, Nashville, TN 37243

Jude.white@tn.gov

Additional Partners may include:

- Local Health Departments
- Tennessee Child Care Resource and Referral Network (TCCRR)
- Water Utilities
- Head Start/Early Head Start Staff and Teachers
- Child Care Facility Staff/Directors
- NGOs or neighborhood associations
- Parents
- Local plumbing and construction contractors/suppliers

Appendix B CEH Standard Operating Procedure

Student Assistance with Outreach, Lead Testing, and Remediation in Child Care Facilities
Standard Operating Procedure
January 28, 2022

A. PURPOSE

Tennessee Department of Environment and Conservation (TDEC) is conducting drinking water testing in childcare centers as part of the WIIN Grant 2107, Lead Testing in Schools and Childcare Facilities. This Standard Operating Procedure (SOP) is a guiding document for students at Higher Education Institutions that will perform outreach and assistance to child care facilities. If another outreach process is preferred, prior approval from TDEC must be obtained.

B. INITIAL OUTREACH

1. E-mail Child Care Facility – During the first few weeks, students will e-mail child care facilities individually with details and resources about the WIIN Grant- TDEC Lead Testing Program and services that will be provided to child care facilities in the county. The email will also notify child care facilities they will be contacted by phone the following week and ask if there is a best time to call. Send e-mails to only the number of child care facilities that can also be contacted by phone the following week. A template labeled **First E-Mail** is provided that can be used. Additional lead resources are available if requested.
2. Contact Child Care Facility by Phone – Students will call the child care facility and ask to speak with the Child Care Director. The following checklist must be completed during the call:
 - a. Introduce yourself. Reference the e-mail you sent and that you're following up with them to determine how many lead testing kits are needed and schedule a time to collect samples. If they haven't read the e-mail sent, provide an overview of the opportunity for free lead in water testing services available and site assistance you're available to provide.
 - b. Complete the **Order Form** provided with the facility.
 - c. Notify the facility they will receive their lead testing kit directly by mail and can take up to two weeks to receive. Explain that samples must be collected first thing in the morning prior to the first use of water or during the weekend when the facility is closed. Samples will be taken at all locations and their locations must be clearly labeled on the sample with the label that will be in the test kit. **Offer two options:** 1. For the student to collect the samples, or 2. For the child care facility to collect and label samples and student to collect the kit no later than two hours after collection.
 - d. Schedule appointment allowing at least 2 weeks for lead testing kits to be received. Notify child care staff you will be contacting them 1-2 days prior to the appointment to confirm the appointment and verify if kits have been received. Also notify them you will be sending an e-mail confirming their appointment time

and that it will also include a YouTube link for instructions on collecting samples if the child care facility opts to collect the samples.

3. E-mail Child Care Facility – After scheduling the appointment, send the follow-up e-mail. A template labeled **Second E-Mail** is provided that can be used along with attaching a Lead and Drinking Water Frequently Asked Questions provided by the TN Department of Health. The attachment is labeled **FAQs**.

C. REQUEST LEAD TESTING KITS

Once the Lead Testing Kit Order Form is completed, submit it to Lead_Testing.Support@tn.gov. Lead testing kits will be mailed to the child care facility and will include bottles, instructions, and pre-paid return shipping labels.

D. FIELD PROCEDURES

Contact the child care facility to confirm the appointment and verify the lead testing kits have been received. This needs to be done 1-2 days prior to the appointment date. Students will ask if they need to follow any special protocol prior to entering the facility to collect the samples. Students will arrive at the child care facility on time, wearing proper PPE (face mask and gloves). Students will be trained in proper collection of samples prior to arrival. The Tennessee Department of Health Laboratory Services has a video that can be accessed that walks through proper procedures for collecting water samples and shipping.

https://www.youtube.com/watch?v=Q969H_2JXA

Students will collect the samples, per TDEC instructions, complete the WIIN questionnaire with the child care facility that's included in the testing kit, prepare the samples for shipment for each facility, and ship the samples to the lab. Notify the facility that testing results will be shared with the facility by e-mail as soon as possible, but no later than two weeks following the completion of testing. It is suggested to include both the child care facility AND student e-mails on the laboratory form, so results are sent to both.

E. NOTIFYING CHILD CARE FACILITY OF SAMPLE RESULTS

- a. Results BELOW remediation trigger – E-mail the child care facility within 3 business days of receiving sampling results to notify them their test results are below the remediation trigger and thank them for their participation. A **Water Sample No Action Needed Letter** template is provided that can be used.
- b. Results ABOVE remediation trigger – Notification will be sent directly to you and the child care facility. Within 1 business day of receiving sampling results, contact the child care facility by phone to notify testing result location(s) that results are above the remediation trigger. Suggest the fixture be taken out of service until additional testing is completed. **Complete Section F** during the call.

F. RESAMPLING WHEN RESULTS ABOVE REMEDIATION TRIGGER

Contact the child care facility and complete the Lead Testing Kit **Order Form** and request at least two additional sample bottles for each location that tested above the remediation trigger.

Schedule a retesting date that allows time for lead testing kits to be received. Notify the child care facility an e-mail detailing results, instructions, and their appointment date will be sent following the call. A **Lead Retest Letter** template is provided along with a **Sample Letter for Parents and Staff** and **Lead in Drinking Water Information** pamphlet to send as attachments to the e-mail when communicating results to parents and staff.

Instructions for resampling follows EPA's 3Ts guidance which recommends that follow up sampling be conducted in the following manner (reference Module #5 of the EPA 3Ts document):

1. Remove aerator from faucet and clean screen if applicable.
2. Collect one first draw sample after the faucet has sat undisturbed for a minimum of 8 hours not to exceed 18 hours. This is a first draw sample.
3. Let the water run for 30 seconds and collect a second sample. This is a flush sample. Be sure to label samples as first draw and flush.
4. Be sure to label the samples in a manner to identify the location and to distinguish between the first draw and the flush sample.

G. NOTIFYING CHILD CARE FACILITY OF RESAMPLING RESULTS

- a. Results BELOW remediation trigger – Contact the child care facility by a phone call and e-mail within 3 business days of receiving sampling results to notify them their test results are below the remediation trigger and thank them for their participation. A **Water Sample No Action Needed Letter** template is provided that can be used.
- b. Results ABOVE remediation trigger – Notification will be sent directly to you and the child care facility. Within 1 business day of receiving sampling results, contact the facility by phone to notify testing result location(s) that results are above the remediation trigger. Suggest the fixture remain out of service and that you will be sending them an-email providing guidance of next steps after consultation with TDEC. Contact Brook Powell at brook.powell@tn.gov to notify of second sampling results testing above remediation trigger for TDEC guidance of next steps.

c.

H. REMEDIATION REQUESTS

If remedial action is needed to address lead levels in the facility's water, child care providers that are licensed by the Department of Human Services (DHS) have an opportunity to apply for a mini grant. This mini grant is administered in partnership with the Community Foundation of Middle Tennessee. Through this program, DHS licensed child care agencies can apply for up to \$4,000 in grants (\$5,000 in distressed counties). Child care agencies can apply for these grant funds to support actions taken to address results of lead testing. For more information about this program, go to:

<https://www.tn.gov/humanservices/for-families/child-care-services/child-care-resources-for-providers/wages--mini-grants-and-more.html>

To apply online, go to the link below. The child care facility will need to register first before applying:

<https://www.childcaretennessee.com/utility-pages/log-in/?redirectUrl=/>

I. RECORDS MANAGEMENT

A shared **Reporting Spreadsheet** is provided to track outreach, lead analysis results, and remediation steps. Keep this current.

J. PRESS RELEASE

The higher education institution and TDEC's communications teams will coordinate a press release with local media sources in lead testing areas. Content will include notifying the community of the importance of preventing lead exposure, details of the project, and provide EPA and TDEC links where they can get more information about lead in drinking water.

K. MEETING UPDATES AND CLOSING REPORT

At meeting updates, provide an overview of outreach conducted and outcomes. A closing report must be submitted along with the **Reporting Spreadsheet** to TDEC within 30 days of completing the project but no later than September 1, 2023. The following information on communications with facilities must be included:

- a. Date contacted,
- b. Location of the facility,
- c. Whether the facility agreed to test for lead utilizing the WIIN grant,
- d. Whether the facility requested sampling assistance,
- e. When sampling was conducted,
- f. If any samples exceeded the trigger for remediation, and
- g. If applicable, remediation assistance provided and date of that assistance.

Quarterly Updates: The higher education institution will provide a quarterly update summarizing outreach and outcomes to accompany the **Reporting Spreadsheet** to Brook Powell at brook.powell@tn.gov.

If additional student tasks are required by the higher education institution, a final presentation meeting can be scheduled. To request this meeting, contact Brook Powell at brook.powell@tn.gov. Allow at least 3-4 weeks from the date of request to allow coordination of attendance by all parties.

L. REIMBURSEMENT

The higher education institution will submit reimbursement requests to TDEC every 30 days. A reimbursement in the amount of \$75 can be requested for each child care center that receives site assistance

Pro Forma ATTACHMENT G**(Fill out only by selected Contractor)**

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)**(Address)****(Date)****(Salutation),**

(Company Name) is committed to achieving or surpassing a goal of **(numeral)** percent spend with certified diversity business enterprise firms on State of Tennessee contract # **(Edison document #)**. Diversity businesses are defined as those that are owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of **(percentage)** participation on the **(Contract)** by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran, or disability) of anticipated diversity subcontractors and suppliers:

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

_____ %.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses.
2. Reporting monthly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small business accomplished under contract # **(Edison number)**.

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)