



DELEGATED AUTHORITY

Agency Tracking # 31865-00015	Edison ID 69461	Effective Date July 1, 2021	End Date June 30, 2022		
Edison ID of prior, similar document (if any)		Prior DA 65788			
Service Caption Court Reporting Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
2022	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$1,000,000.00
TOTAL:	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$1,000,000.00
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. <div style="text-align: center; font-family: cursive; font-size: 1.2em; margin-top: 20px;">Zane Seals</div>				<i>CPO USE – DA</i>	
Speed Chart (optional) TN00000043 OGC \$100,000.00 TN00000127 LSU \$300,000.00 TN00000346 TEDS Legal \$600,000 00		Account Code (optional)			

DELEGATED AUTHORITY

This Delegated Authority (“DA”) application, if approved in accordance with Central Procurement Office (“CPO”) rules, policies, and procedures, shall authorize the applicant state agency (“State Agency”) to purchase goods or services or execute contracts for the specified program without individual, independent approval, PROVIDED THAT all purchases and executed contracts comply with CPO rules, policies and procedures, and are within the limits, guidelines, and conditions of this DA. All purchases under an approved DA shall be made using purchase orders in compliance with CPO Policy 2013-004, Section 4.3.2. Where a contract is required under Policy 2013-004, Section 4.3.2., the State Agency shall attach a copy of the proposed contract that will be used under the DA. If the proposed contract includes modifications or additions to the CPO’s contract templates or models, the State Agency shall redline the modifications or additions and include the redlined document as an attachment. An approved RER is required when the proposed contract involves modifications or additions to a template.

Contracting Agency:	Department of Finance and Administration, Division of TennCare	
Subject Program:	All Contracting Agency Programs needing Court Reporting Services	
A.	What is the purpose of this DA, and why is it necessary? This DA will permit the expedited, intermittent purchase of court reporting services as needed within the limits specified herein. The need for court reporting services is relatively sporadic, and the particular circumstances of the need (such as location of service delivery) may be varied. It appears in the best interests of the state to meet these service needs by means of flexible, short term, lower cost purchases as opposed to one or more contracts.	
B.	What is the Maximum Liability of the DA? The Maximum Liability shall not exceed ten million dollars (\$10,000,000) without an approved RER.	\$ 1,000,000.00
C.	A purchase order is appropriate when the goods or services will be provided within ninety (90) days or less or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2. What is the Maximum Liability of a purchase order to be submitted or contract to be executed under this DA? The Maximum Liability of a purchase order or contract shall not exceed five million dollars (\$5,000,000) without an approved RER.	\$ 25,000.00
D.	What is the maximum number of individual contracts to be executed under this DA? If the proposed number of contracts is five (5) or fewer, provide a justification for why a DA is appropriate.	30
E.	What is the maximum term of an individual contract to be executed under this DA? The term of any individual contract cannot extend beyond the approved DA's end date. An approved DA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DG templates is obtained.	90-Days
F.	Under CPO Policy 2013-004, Section 4.3.2, a purchase order is appropriate when goods or services will be provided within ninety (90) days or less. The State Agency certification for contracts is in Section G. State Agency certification for purchases: 1. The requesting State Agency certifies that each of the following is true and applicable: <ul style="list-style-type: none"> a) The need for goods or services is sporadic, and an advance determination of the volume, delivery, or exact costs of goods or services needed is not possible; b) It is impractical to award one or more fee-for-service contracts for the category of goods or services needed with compensation based upon unit or milestone rates; 	

- c) The program needs and general categories of goods or services are such that adequate guidelines can be developed to direct the State Agency in competitively making each purchase;
 - d) All goods or services purchased can be delivered or performed in ninety (90) days or fewer or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2;
 - e) The procurement terms, conditions, and criteria to be followed by the agency in making each purchase will be of such uniformity that the Central Procurement Office's individual, independent, and prior approval of each purchase is unnecessary;
 - f) The purchases involved will be of such uniformity, volume, and pressing need that the individual approval of each purchase by the Central Procurement Office is impractical; and
 - g) The State Agency staff has made appropriate and justified inquiries and assured the validity and justification of the maximum amounts in this DA application.
2. The summary cover sheet correctly records the requested delegated authority period in which every purchase must be made. Delivery may occur after the period.
 3. The State Agency will limit purchases to the goods or services and associated maximum payment rates for each line item detailed in Attachment 1.
 4. The State Agency shall make each purchase:
 - a) In strict accordance with the pre-defined, competitive process detailed in Attachment 3; and
 - b) Using the purchase order document designated by the Central Procurement Office.
 5. The State Agency shall ensure that every purchase made under the DA:
 - a) Has sufficient funds budgeted and available;
 - b) Complies with: Tennessee laws and regulations; Central Procurement Office rules, policies and procedures; program rules, policies and procedures; and any federal laws, rules, regulations, or requirements;
 - c) Creates a "contractor" relationship as defined in the US O.M.B.'s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*;
 - d) Shall not create an employer/employee relationship as prohibited by Tenn. R. & Regs. § 0690-03-01-.17;
 - e) Shall not involve the procurement of goods, materials, supplies, equipment, or services EXCEPT as provided in this DA; and
 - f) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the state of Tennessee.
 6. The State Agency will require the following documentation prior to payment for any purchase:
 - a) a copy of the CPO's designated purchase order document signed by the State Agency and the Vendor; and
 - b) A certification that the contractor selection process detailed in Attachment 3 was followed and the requested goods or services were delivered and accepted.
 7. The State Agency shall retain records to document that all purchases have been made in accordance with the limits, guidelines, and conditions specified in this DA.
 8. The State Agency shall provide all such reports and information relating to the purchases made under the approved DA as may be requested by state officials.

G. Under CPO Policy 2013-004, Section 4.3.2, a contract shall be executed if goods or services cannot be provided within ninety (90) days.

State Agency certification for contracts:

1. The requesting State Agency certifies that each of the following is true and applicable:
 - a) The program needs and general categories of services are such that adequate guidelines can be developed to direct the State Agency in competitively executing a number of similar contracts;

- b) The individual contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical; and
 - c) All individual contracts executed will create a “contractor” relationship as defined in Central Procurement Office Policy 2013-007.
2. The summary cover sheet correctly records the requested delegated authority period in which every contract must begin.
 3. The State Agency will draft each contract either with the exact scope of services (“Scope”) detailed in Attachment 2 or using a combination of the provisions detailed in Attachment 2. In no event shall the Scope contain provisions that do not appear in Attachment 2. The State agency will draft each contract in compliance with the appropriate contract templates and models in effect at the time that each contract is drafted. Each contract must include a completed summary cover sheet attached at the front of each copy.
 4. The State Agency will select contractors in strict accordance with the pre-defined, competitive process detailed in Attachment 3.
 5. The State Agency will ensure that every contract entered into under this DA:
 - a) Has sufficient funds budgeted and available;
 - b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements;
 - c) Shall not create an employer/employee relationship as prohibited by Tenn. R. & Regs. § 0690-03-01-.17;
 - d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this DA; and
 - e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State.
 6. The State Agency will retain records to document that every contract has been executed in accordance with the limits, guidelines, and conditions specified in this DA.
 7. The State Agency will provide all such reports and information relating to the executed contracts under this DA as may be requested by state officials.
 8. The State Agency shall attach a copy of the proposed contract(s) that will be used under the DA. If the proposed contract or contracts include modifications or additions to contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request (“RER”).

IN WITNESS WHEREOF, and by signature below, I certify that all information in this DA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the State Agency shall follow in making each purchase or executing each contract.

BUTCH ELEY, COMMISSIONER

**Butch
Eley**

Digitally signed by Butch Eley
 DN: cn=Butch Eley, o=Finance &
 Administration,
 ou=Commissioner,
 email=butch.eley@tn.gov, c=US
 Date: 2021.02.24 16:38:22 -06'00'

AUTHORIZED PURCHASE OF GOODS OR SERVICES & MAXIMUM RATE SCHEDULE

The rates below are maximum rates allowed, NOT standard or set rates (unless based upon federal government or TennCare set rates). The State Agency is encouraged to buy goods or services at lower rates than those below. All purchases under this DA shall comply with the vendor selection procedures specified in Attachment 3.

Good or Service	Maximum Rate
Travel Compensation/Reimbursement (relating to authorized service delivery)	This Delegated Authority shall NOT authorize payment or reimbursement of a contractor's travel expenses to the site where goods are delivered or services are provided. If the State requires that the contractor travel somewhere other than the site where goods are delivered or services are performed, reimbursement shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." Only necessary expenses incurred away from and back to the site where goods are delivered or services are performed shall be reimbursable. <i>Note: This does NOT apply to any travel reimbursements paid to state clients (which may be provided for in this schedule).</i>
Court Reporter Service	\$ 80.00 per hour
Overtime On-Site Court Reporter Service (hourly compensation ONLY for the period of service exceeding 8 hours in one day – payable in addition to the Full Day rate only as applicable)	\$ 45.00 per hour
Original Paper Transcript (from on-site service or state-provided audio recording) — Regular Delivery (more than 3 days)	\$ 5.00 per page
Additional Paper Transcript Copy (from on-site service or state-provided audio recording) — Regular Delivery (more than 3 days)	\$ 4.00 per page
Original Paper Transcript (from on-site service or state-provided audio recording) — Expedited Delivery (2–3 days)	\$ 8.00 per page
Additional Paper Transcript Copy (from on-site service or state-provided audio recording) — Expedited Delivery (2–3 days)	\$ 4.00 per page
Original Paper Transcript (from on-site service or state-provided audio recording) — Next Day Delivery	\$ 10.00 per page
Additional Paper Transcript Copy (from onsite service or state-provided audio recording) — Next Day Delivery	\$ 4.00 per page
Transcript – Electronic Transmission	\$25.00 per completed transmission

CONTRACT SCOPE OF SERVICES TEXT

Insert the scope of services (“Scope”) that will be used in executed contracts or identify all provisions that will possibly appear in the Scope. If all contracts will contain the same Scope, note that below and include the Scope in the pro forma contract attached to the DA application. There is no need to provide the Scope in this Attachment and in the pro forma contract. If there will be a menu of scopes, identify all provisions that will possibly appear in the Scope in this Attachment. Then leave the Scope and Section C.3.b of the pro forma contract blank.

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

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

Scope (Contract section A)	Cost (Contract section C.3.b)
See Attachment 1	See Attachment 1

PRE-DEFINED VENDOR OR CONTRACTOR SELECTION PROCESS AND CONTRACT MAXIMUM LIABILITY AMOUNT DETERMINATION PROCESS

The State Agency shall select vendors or contractors in strict accordance with the pre-defined, competitive or otherwise approved process described below. Any selection process authorized by CPO rules, policies, or manuals is acceptable, though some processes will require additional documentation or approvals. The State Agency shall retain records to show the basis of each purchase made or each contract executed under this Delegated Authority, including documentation that each purchase or contract was made in accordance with the processes below.

Either before or upon each service need, staff will identify vendors appearing capable of delivering the required service using any available resource including contractors registered with the state, local directories, *et cetera*. (If a “vendor list” or “regional vendor lists” are established, staff will add vendors upon request as well as review the marketplace and update the list(s) at least every six (6) months.)

Upon a specific service need, staff will seek bids by randomly contacting potential vendors. Each vendor contact will communicate a complete description of the exact service required as well as collect information about the vendor’s qualifications, willingness, availability, and offer (bid) to provide the requisite service. The means of collecting vendor information and offers (and the form– *e.g.*, unit rates– required) will be uniform such that a direct comparison is possible. Staff will determine whether the vendor appears, at least, minimally qualified to deliver the service (in full consideration of any prior experience with the vendor) and document in writing each vendor that is not deemed minimally qualified and the reasons therefore.

Staff will continue randomly contacting vendors until bids are received from at least three (3) vendors found qualified, willing, and able to deliver the required service. Staff will purchase from the vendor offering the lowest cost to the state for the service. If two or more offers indicate equal, lowest cost, TennCare will follow CPO Tie Breaking procedures as outlined in the Procurement Manual.

Procurement professionals should complete form fields and follow, replace, or otherwise address red instructional text (e.g., **State Agency Name, amount, will/will not**) as indicated and with conforming font and color. This paragraph should be deleted before attaching the terms and conditions document the purchase order.

Terms and Conditions

A. Standard Terms and Conditions

1. **Total Purchase Order Amount.** In no event shall the liability of the State under this Purchase Order exceed the Total Purchase Order Amount.
2. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Vendor under this Purchase Order. If, upon inspection, the State determines that the goods or services are defective, the State shall notify Vendor, and Vendor 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.
3. **Modification, Amendment or Change Order.** This Purchase Order may be modified only by a written amendment or change order signed by the State and the Vendor.
4. **Limitation of Liability.** The State shall have no liability except as specifically provided in this Purchase Order. In no event shall the State be liable to the Vendor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, 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. The State's total liability under this Purchase Order or otherwise shall under no circumstances exceed the Total Purchase Order Amount.
5. **Limitation of Vendor's Liability.** The Vendor's liability for all claims arising under this Purchase Order shall be limited to an amount equal to two (2) times the Total Purchase Order Amount. In no event shall this Section limit the Vendor's liability for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
6. **Termination for Convenience.** The State shall have the right to immediately terminate this Purchase Order, without cause and for any reason, upon written notice to the Vendor, delivered by mail or electronic means. The State's notice of termination is effective upon the State's issuance.
7. **Subject to Funds Availability.** The State's payment of this Purchase Order is subject to the appropriation and availability of State or federal funds. In the event that funds are not

appropriated or are otherwise unavailable, the State reserves the right to terminate this Purchase Order, effective immediately, upon written notice to the Vendor. If the State terminates this Purchase Order due to lack of funds availability, the Vendor 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.

8. Payment of Purchase Order. 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.

9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Vendor, under any contract between the Vendor and the State.

10. Hold Harmless. The Vendor 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, omission, or negligence on the part of the Vendor, its employees, or any other person acting for or on its or their behalf relating to this Purchase Order. The Vendor further agrees it shall be liable for the reasonable costs of attorneys for the State to enforce the terms of this Purchase Order.

In the event of any suit or claim, the State and Vendor shall give each other immediate notice and provide all necessary assistance to respond. The State's failure to give notice shall only relieve the Vendor of its obligations under this Section to the extent that the Vendor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Vendor, 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.

11. State and Federal Compliance. The Vendor shall comply with all applicable state and federal laws and regulations in the provision of goods or services under this Purchase Order.

12. Governing Law. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 Purchase Order. The Vendor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Purchase Order shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

13. Entire Agreement. This Purchase Order contains the entire understanding between the State and the Vendor relating to its subject matter, including all terms and conditions of the parties'

agreement. This Purchase Order supersedes any and all prior understandings, representations, negotiations, and agreements between the State and the Vendor, whether written or oral.

B. Special Terms and Conditions

14. Conflicting Terms and Conditions. Should any of these Special Terms and Conditions in Section B conflict with the Standard Terms and Conditions in Section A, the Standard Terms and Conditions shall control.

Add clear, non-conflicting terms and conditions as appropriate.

Add the following term, "Click-wrap Agreements" if the purchase involves information technology or otherwise appropriate. If unsure whether the Click-wrap Agreements term is appropriate, consult the CPO legal team.

#. Click-wrap Agreements. The Vendor agrees that click-wrap agreements shall not be binding upon the State, any State Agency, or any State Employee. No State Employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the State without the approval of the Central Procurement Office and the Office of Information Resources. No State employee has the authority to modify, amend, or supplement this Purchase Order through a click-wrap agreement. This Purchase Order can only be modified, amended, or supplemented under these terms through an amendment, reduced to writing, and approved in accordance with the Central Procurement Office's rules, policies, and procedures.

Add the following term, "Liens, Encumbrances, and Title" as appropriate.

#. Liens, Encumbrances, and Title. The Contractor owns and has good and marketable title to, and legal ownership of the goods, free and clear of any and all liens, security interests, pledges, mortgages, charges, limitations, claims, restrictions, rights of first refusal, rights of first offer, rights of first negotiation or other encumbrances of any kind or nature (collectively, "Encumbrances"). Upon delivery, without exception, the State will acquire from the Contractor legal and beneficial ownership of, good and marketable title to, and all rights to the goods to be sold to the State by the Contractor, free and clear of all Encumbrances. The Contractor shall, within ten (10) days after delivery deliver to the State if required by applicable law to establish or show evidence of ownership, any and all documents or certificates required to establish or show evidence of the State's ownership in the goods.

Add the following term, "Iran Divestment Act" to Purchase Orders over \$1,000.

#. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, 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.

Add the following term, "Federal Awards Procurement Standards" as appropriate.

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