

STATE OF TENNESSEE
PROCUREMENT COMMISSION
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- AGENDA -

PROCUREMENT COMMISSION MEETING #034
THURSDAY, JULY 18, 2019, 2:00 p.m.
TN TOWER, 3RD FLOOR, NASHVILLE ROOM

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I. Call to Order	--
II. Approval of Minutes from April 1, 2019 Meeting (see attached documentation)	3
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VI. Other Business	
• Consent to Cancel August 15, 2019 Procurement Commission Meeting - next meeting would be September 19, 2019	--
VII. Adjournment	--

**MINUTES OF APRIL 1, 2019
MEETING**

MINUTES
PROCUREMENT COMMISSION MEETING #033
MONDAY, APRIL 1, 2019, 2:00 p.m.
TN TOWER, 3RD FLOOR, MULTI MEDIA ROOM

Members in Attendance:

Justin P. Wilson, Comptroller of the Treasury; Christi W. Branscom, Commissioner, Department of General Services; Mike Perry, Chief Procurement Office; Stuart McWhorter, Commissioner, Department of Finance and Administration

Others in Attendance:

Buddy Lea, Christy Allen, Bryan Chriske, Chadwick Nottingham, Toni Stewart, John Bissell, John Hull, Paul Krivacka, Alex Komisar, Jenny Young, Randy Dean, Jennifer Pfeiffer, Don Ivancic, Robin Hipes, Steve Townsend, Jennings Ragan, Gwen Sanders, Edric Hammond, Sylvia Chunn, Richard Van Norman, Angela White

I. Call to Order:

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

II. Introduction of New Members to the Procurement Commission:

Commissioner Branscom introduced herself and Commissioner McWhorter. She stated that she was the Commissioner of General Services and the Chair of the Procurement Commission. She also introduced Commissioner McWhorter as the Commissioner of F&A.

IV. Election of Procurement Commission Vice Chairperson:

Commissioner Branscom indicated that election of the Procurement Commission Vice Chair was the first order of business and asked if there were any nominees. Commissioner McWhorter made a motion to nominate Comptroller Wilson to serve as Procurement Commission Vice Chair and Commissioner Branscom seconded that motion, whereupon Comptroller Wilson was elected to serve as Vice Chair of the Procurement Commission.

V. Minutes from the November 8, 2018 Meeting:

Commissioner Branscom presented the November 8, 2018, minutes for approval. Comptroller Wilson stated his office had reviewed minutes and moved adoption of the November 8, 2018,

Procurement Commission meeting minutes as presented. Commissioner McWhorter seconded the motion; whereupon the minutes were approved.

VI. Consent Agenda Items.

Commissioner Branscom presented the Consent Agenda items (1) through (11) for approval. Mr. Paul Krivacka, Lead Attorney/Director of Category Management, Central Procurement Office stated he was available for any questions.

Commissioner Branscom asked if there were any comments or questions on any of the items on the consent agenda. Seeing none, Comptroller Wilson made a motion to approve Consent Agenda items (1) through (11). Commissioner McWhorter seconded the motion; whereupon Consent Agenda items (1) through (11) were approved.

VII. New Business:

Commissioner Branscom asked Mr. Krivacka to present the following New Business agenda items:

Mr. Krivacka noted that there were (13) New Business items, some of which could be taken together. He stated that items (3) through (8) were similar and he asked to take those items together. He explained that he would discuss each of the items and at the end, if it meets with the Procurement Commission's approval, he would ask for a vote at that time. Commissioner Branscom agreed.

Mr. Krivacka proceeded to present agenda item (1):

(1) *Procurement Procedures Manual of the CPO*, Sections 4.1., 5.4.6., and 5.4.7

Mr. Krivacka summarized the following points with regard to the *Procurement Procedures Manual of the CPO*, Sections 4.1., 5.4.6., and 5.4.7 proposal:

- Section 4.1. adds a new defined term for "Capital Project" – as defined by Item 2 of the Policy and Procedure of the State Building Commission. Capital Projects are under SBC (and not CPO) Policy and this policy change will direct procurement professionals to the SBC Policy for more information.
- The CPO has revisited the Requisition and Purchase Order processes and to improve efficiencies, stay in sync with system enhancements, and reduce redundancies. This proposal revises 5.4.6. and 5.4.7. to remove the requirement that all purchases start with a requisition. A requisition is now only required for those purchase types specifically enumerated in the *Procurement Procedures Manual*.
- Agencies still have the option to use the Requisition process if that is preferred for internal business processes, but it is no longer required by CPO policy or procedures. This change will result in more direct Purchase Orders, which shortens the procurement process time, and it also improves efficiency.

Seeing no discussion on agenda item (1), Comptroller Wilson, made a motion to approve the *Procurement Procedures Manual of the CPO*, Sections 4.1., 5.4.6., and 5.4.7 as presented. The motion was seconded by Commissioner McWhorter. All members voted in favor – none opposed.

Mr. Krivacka proceeded to present agenda item (2):

(2) Procurement Procedures Manual of the CPO, Section 5.1.1

Mr. Krivacka summarized the following point with regard to the *Procurement Procedures Manual of the CPO*, Section 5.1.1 proposal:

- This proposal is a companion to the changes to the Direct Purchase Order. Since the workflow for External Approvers was previously built on requisitions these approvals will now be captured on Purchase Orders.
- This revision to Section 5.1.1. adds additional approvers to the list of approvals for which Electronic Signature or electronic approval shall be an acceptable form of approval on Purchase Orders.

Seeing no discussion, Comptroller Wilson made a motion to approve the *Procurement Procedures Manual of the CPO*, Section 5.1.1 as presented. The motion was seconded by Commissioner Branscom. All members voted in favor – none opposed.

Mr. Krivacka stated that agenda items (3) through (8) are related and ask that these items be taken together. Commissioner Branscom asked Mr. Krivacka to proceed to agenda items (3) through (8):

(3) Policy Number 2013-006, Delegation of Authority Policy, Section 4

(4) Delegated Grant Authority (“DGA”) Template

(5) Rule Exception Request for the DA or DGA templates – AGSPRS version

(6) Rule Exception Request for the DA or DGA templates – Edison version

(7) Rule Exception Request – AGSPRS version

(8) Rule Exception Request – Edison version

Mr. Krivacka summarized the following points with regards to the (3) Policy Number 2013-006, Delegation of Authority Policy, Section 4, (4) Delegated Grant Authority (“DGA”) Template, (5) Rule Exception Request for the DA or DGA templates – AGSPRS version, (6) Rule Exception Request for the DA or DGA templates – Edison version, (7) Rule Exception Request – AGSPRS version, and (8) Rule Exception Request – Edison version proposal:

- Agenda Items # 3 – 8 are all related.
- Agenda Item #3, proposed change to Policy Number 2013-006, *Delegation of Authority Policy*, Section 4, changes the Delegation of Authority Policy to add the following:
 - A DGA that contains ONLY federal funds and is in excess of twelve (12) months does not automatically require a rule exception request, unless there are changes requested by the State Agency to the pro forma or underlying contract template.
 - The Grants Manager and COT had reviewed this issue and determined that additional oversight was not required for multi-year delegations in those instances where there are only federal funds involved. This change will reduce the number of Rule Exception Requests (“RER”).

- Agenda item #4, proposed change to Delegated Grant Authority (“DGA”) Template, adds additional instructions to the DGA Template to clarify that “use of the RER for the DA or DG Template to request any modification to this template that is not otherwise identified in the instructions.”
- Item #4 also adds a new line item to complete if the DGA covers only federal funds and is in excess of 12 months. This proposal also provides an opportunity to justify the request to extend the DGA beyond 12 months. Capturing this justification on the DGA Template itself will eliminate the need to require a RER (unless of course there are changes made to the pro forma or underlying contract template).
- Item #5, is a proposed change to Rule Exception Request for the DA or DGA templates – AGSPRS version, in coordination with the proposed changes to the Delegation of Authority Policy and DGA Template. This proposal adds the same instructional information to the RER for the DA or DGA templates.
- Item #6, is a proposed change to Rule Exception Request for the DA or DGA templates – Edison version. As the RER process is moving from a manual email process to a more automated one with workflow approvals routed and captured in Edison – this is the same clarification instruction change as to the current form but in a different version with the Edison routing process instructions instead of the AGSPRS email routing instructions. (Currently in the testing phase – go live date TBD (soon).
- Item #7, is a proposed change to Rule Exception Request – AGSPRS version, that adds a note to the standard RER that “if the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates.”
- Item #8, is a proposed change to Rule Exception Request – Edison version. This proposed change to the RER is the same as for the RER for the DA or DGA templates – one for the AGSPRS email process and one for the Edison automated workflow approval process.

Comptroller Wilson asked to verify that all of these Rule Exception Requests are involving Federal Funds, all of which have time limits, and are routinely approved. Mr. Krivacka confirmed that Comptroller Wilson was correct.

Seeing no further discussion on agenda items (3) through (8), Comptroller Wilson made a motion to approve the Policy Number 2013-006, Delegation of Authority Policy, Section 4, Delegated Grant Authority (“DGA”) Template, Rule Exception Request for the DA or DGA templates – AGSPRS version, Rule Exception Request for the DA or DGA templates – Edison version, Rule Exception Request – AGSPRS version, Rule Exception Request – Edison version as presented. The motion was seconded by Commissioner McWhorter. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (9):

(9) B.#. Renewal Options

Mr. Krivacka presented the following points with regard to the B.#. Renewal Options proposal:

- This proposal adds a new Renewal Option term to allow procurement professionals to have flexibility in allowing the exercise of multiple renewal options at once (so long as all options and renewals do not exceed 60 months).

- Previously, renewal options were limited to 12 months each. (That option is still available, but this proposal adds a new renewal option term for those instances where it is in the State's best interest to renew for a longer period of time than 12 months).

Comptroller Wilson asked if this was permitted by Fiscal Review. Mr. Krivacka responded that this should be permitted by Fiscal Review. Mr. Krivacka also explained that if there were a renewal term of say three years, that would go to Fiscal Review prior to that becoming effective and Fiscal Review would review it as a three year renewal term. Mr. Perry added that the renewal request would reflect the proposed term.

Seeing no further discussion on agenda item (9), Commissioner McWhorter made a motion to approve B.#. Renewal Options as presented. The motion was seconded by Comptroller Wilson. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (10):

(10) Interagency Agreement (“IA”) Model and Interagency Agreement–Grant Model (“IG”) Instructions

Mr. Krivacka presented the following points with regard to the Interagency Agreement (“IA”) Model and Interagency Agreement–Grant Model (“IG”) Instructions proposal:

- This adds additional guidance for the agencies by providing a list of schools for which the IA or IG model is appropriate to use with (i.e., two Tennessee State agencies, neither of which has the separate legal capacity to contract or sue or be sued separately from the State; or (2) a Tennessee state agency and a member of the University of Tennessee or TBR educational systems).
- NOTE: CPO and COT will be removed from the workflow approvals in Edison for IA or IG model agreements moving forward. This will reduce the workflow for the CPO and COT for these low-risk agreements between agencies.

Seeing no discussion on agenda item (10), Comptroller Wilson made a motion to approve Interagency Agreement (“IA”) Model and Interagency Agreement–Grant Model (“IG”) Instructions as presented. The motion was seconded by Commissioner McWhorter. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (11):

(11) Grant Contract (GR) Template and Endowment Grant Model – Section E.#. Insurance

Mr. Krivacka presented the following points with regard to the Grant Contract (GR) Template and Endowment Grant Model – Section E.#. Insurance proposal:

- This proposal adds more insurance options to the grant templates and models (consistent with the requirements of the FA Template (e.g., Crime Insurance, Sexual Molestation, etc.). This proposal was recommended by the CPO Risk Manager to include in GR Template and Endowment Grant Model agreements depending on the scope of services involved with the particular grant contract at issue.

Seeing no discussion on agenda item (11), Commissioner McWhorter made a motion to approve Grant Contract (GR) Template and Endowment Grant Model – Section E.#. Insurance as presented. The motion was seconded by Comptroller Wilson. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (12):

(12) D.27. State Interest in Equipment or Motor Vehicles

Mr. Krivacka presented the following points with regard to the D.27. State Interest in Equipment or Motor Vehicles proposal:

- This proposal removes from the “State Interest in Equipment or Motor Vehicles” optional term the requirement that consecutive inventory equipment or motor vehicle tag identification be included as a requirement. This identification is no longer used and not required by applicable law.
- This proposal was requested by the Tennessee Department of Transportation (“TDOT”)
- There is a numerated list of items required of a vendor, one of which is the consecutive inventory equipment or motor vehicle tag identification. TDOT indicated that this was not necessary and this proposal is to delete the requirement that consecutive inventory equipment or motor vehicle tag identification be required.

Comptroller Wilson asked why this item was not on the consent calendar. Mr. Krivacka responded that he considered including it on the consent calendar. Mr. Krivacka also stated that in going through the agenda that he found several more items that could have been included on the consent calendar and agreed that item (12) should have been on the consent calendar. Comptroller Wilson stated that this was in an audit finding, which is why it may have been kept off the consent calendar.

Seeing no further discussion on agenda items (12), Comptroller Wilson made a motion to approve D.27. State Interest in Equipment or Motor Vehicles as presented. The motion was seconded by Commissioner McWhorter. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (13):

(13) TDOT – Optional E.#. Grant Templates

Mr. Krivacka presented the following points with regard to the TDOT – Optional E.#. Grant Templates proposal:

- This proposal is at the request of TDOT. TDOT has requested this optional contract term, which will reduce the number of RERs TDOT is required to submit to comply with applicable law.
- The Ban on Texting While Driving Justification, Spending on Education to Prevent Litter Justification, and Long Range Planning Provisions Justification are terms that are required by applicable federal law.

Seeing no discussion on agenda item (13), Comptroller Wilson made a motion to approve TDOT –

Optional E.#. Grant Templates as presented. The motion was seconded by Commissioner Branscom. All members voted in favor – none opposed.

IV. Reports:

Mr. Krivacka presented the following standard reports for acknowledgement and for informational purposes:

- 1) Certification Related Items
- 2) Limitation of Liability
- 3) Correction of Errors
- 4) Memorandum of Understanding (MOU)
- 5) Remanufactured Goods

Mr. Perry stated that these reports are submitted as information only and no actions required by the Commission except to accept the reports unless a member has questions or comments about the content of these reports. Commissioner Branscom asked if there were any questions or comments regarding the reports. Comptroller Wilson suggested that the Limitation of Liability report always be looked at, but that everything thing seems to be in order and that he has no problems with the report. Commissioner Branscom confirmed that Comptroller Wilson had no issues with the report and stated that the reports would be accepted.

V. Other Business:

Consent to Cancel the April 28, 2019 Procurement Commission Meeting:

Comptroller Wilson, Commissioner Branscom and Commissioner McWhorter gave their verbal consent to cancel the April 28, 2019 Procurement Commission meeting. This would mean that the next possible meeting would be May 16, 2019.

VI. Adjournment:

Seeing no other business, a motion for adjournment was made by Commissioner Branscom and seconded by Comptroller Wilson. All members voted in favor – none opposed; whereupon the April 1, 2019 Procurement Commission meeting was adjourned.

SPECIAL CONTRACT REQUEST

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer’s prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED	APPROVED
CHIEF PROCUREMENT OFFICER DATE	COMPTROLLER OF THE TREASURY DATE

Approval of the SCR does not constitute approval of the final contract.

Request Tracking #	
1. Contracting Agency	
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	
4. Brief Goods or Services Caption	
5. Description of the Goods or Services to be Acquired	
6. Proposed Contractor	
7. Name & Address of the Contractor’s principal owner(s) <i>– NOT required for a TN state education institution</i>	
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	months
9. Strategic Technology Solutions (“STS”) Pre-Approval Endorsement Request <i>– information technology (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request <i>– health-related professional, pharmaceutical, laboratory, or imaging</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request <i>– contracts with an individual, state employee training, or services related to the employment of current or prospective state employees</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Attached

Request Tracking #	
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$
14. Was there an initial government estimate? If so, what amount?	<input type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	
19. Proposed contract impact on current State operations	
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Evidence of Contractor’s experience & length of experience providing the goods or services to be procured.	
26. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input type="checkbox"/> YES, Method: Name/Address:
27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	

Request Tracking #

Signature Required for all Special Contract Requests

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

Signature: _____

Date: _____

**D.18. ANNUAL AND FINAL REPORTS
GRANT CONTRACT (“GR”) AND
GOVERNMENTAL GRANT (“GG”)
TEMPLATE**

Request: Revise the “Annual and Final Reports” contract term in the Grant Contract (“GR”) Template and Governmental Grant (“GG”) Template as follows:

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee’s name; (b) the Grant Contract’s Edison identification number, Term, and total amount; (c) a narrative section that describes the program’s goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency’s website or as an attachment to the Grant Contract.

**RFQ AND RFP TEMPLATES – SECTIONS
C.1. THROUGH C.3**

REQUEST: Change the font color of C.1. through C3. of the RFQ and RFP Templates to red font to indicate the option to delete or revise the requirements as appropriate.

RFQ Template - ATTACHMENT C:

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.		NUMBER	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State's project schedule.		NUMBER	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of specified goods or completion of the scope of services, and accomplish required objectives within the State's project schedule.		NUMBER	

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		NUMBER	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		understanding of the State's requirements and project schedule.			
	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.		NUMBER	
	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.		NUMBER	

**RFQ AND RFP TEMPLATES – SECTION
B.16**

REQUEST: Revise the Request for Qualifications (“RFQ”) and Request for Proposals (“RFP”) Templates at Section B.16. as follows:

RFQ TEMPLATE:

B.16.	<p>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-year period. If so, provide the following information for all current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue; (b) the name of the procuring State agency; (c) a brief description of the contract's specification for goods or scope of services; (d) the contract term; and (e) the contract number.
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RFP TEMPLATE:

	<p>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:</p> <ul style="list-style-type: none"> (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.
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INFORMAL PURCHASES MODEL

INFORMAL PURCHASES MODEL

State Agencies may utilize their Informal Purchase authority when the total value of a contract or purchase will cost less than such amounts approved by the Procurement Commission. The use of this model is optional and serves as a guide for recording Informal Purchases quotes when such are permitted by all applicable laws, policies, and procedures. Add, delete, or revise information below the checklist as applicable.

- Total Dollar Value ≤ \$50,000 for agencies with Delegated Purchasing Authority (no procurement shall be artificially divided or split to fall within this amount). Please see the “Local Purchases” section of the *Procurement Procedures Manual of the Central Procurement Office* available on the CPO Library Page: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html> for more information.
- Due diligence performed (such as benchmarking of pricing, ensuring that terms, conditions, and pricing are in the State’s best interests, etc. Note all due diligence performed by procurement professionals must be documented for informal purchases from \$10,000.01 to \$50,000.
- Goods or services are not available from an existing Statewide Contract or Agency Term Contract (if so, prior Chief Procurement Officer approval must be obtained).
- Goods or services actively solicited from minority-owned, woman-owned, service-disabled veteran owned, businesses owned by persons with disabilities, and small businesses. Please contact the Governor’s Office of Diversity Business Enterprise <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--.html> for assistance.
- Procurement professionals are encouraged to use competitive methods whenever practicable.
- All purchases exceeding \$10,000 based upon three (3) competitive quotes, when practicable.
- Signed and dated confirmation of quotes, as required, for all procurements exceeding \$10,000. (Fax or e-mail confirmation is acceptable as written confirmation of quotes on informal purchases not exceeding \$50,000 for State Agencies procuring under a Delegated Purchase Authority.)
- All applicable Terms and Conditions included when quotes are solicited. Please see the CPO Job Aid “Terms & Conditions” available on TEAM TN at: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html> for assistance or the “Terms and Conditions for PO’s” available on TEAM TN at: <https://www.teamtn.gov/cpo/resources.html>.
- Notice of Intent to Award sent to all Respondents after the State has completed evaluation of all responses. Please see the “Notice of Intent to Award Model” available on TEAM TN at: <https://www.teamtn.gov/cpo/resources.html>.

STATE OF TENNESSEE

Agency Header Information

Informal Purchases – Request for Quotes

Date:

Reference Number:

Please complete the information below and send this Request for Quotes to:

State Procurement Professional Name & Title

Email: xxxx@tn.gov

Phone: (XXX) XXX-XXXX

Fax: (XXX) XXX-XXXX

All Responses are due by:

Please provide a quote for the following line(s) and return this document by email or fax:

Line	Qty.	Unit of Measure (UOM)	Description	Unit Price Per Line	Total Line Amount (QTY x UOM)
Total Quote Amount					

The State prefers to award a single contract for all line items; however, separate awards may be made by each line item.

With respect to goods, delivery shall be F.O.B. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by the respondent.

Ship F.O.B. Destination Address:

I (We) propose to furnish and deliver any and all of the goods and/or services named in this Request for Quotes, and for which I (we) have set prices in my (our) offering.

1. Company Name: _____
2. Edison Supplier Number: _____
3. Print Contact Person Name: _____
4. Title: _____
5. Phone Number: _____
6. Email Address: _____
7. Date: _____
8. Number of days the quote is valid: (please circle) 30 – 60 – 90 – N/A
9. Payment terms, including Cash Discount offered: _____
10. Delivery time, after receipt of order: _____

Signature of Respondent: _____

Thank You!

**GLOBAL – EFORMS INSTRUCTION
CHANGE**

REQUEST: Global request to modify the instructions as functionality becomes available for all formal request documents.

Request to capture approvals in Edison workflow, instead of outside of Edison, and to submit requests in Edison, instead of utilizing the Agsprs.agsprs@tn.gov CPO email address.

Request to also add reference to Job Aids or any additional instructional information to assist with the transition as applicable.

LIMITATION OF CONTRACTOR'S LIABILITY

REQUEST: Revise the the Fee for Goods or Services (FA) Template at section D.18. and term in the Configurator as follows:

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.

**E.#. INTELLECTUAL PROPERTY
INDEMNITY**

REQUEST: Add the following option to the Fee for Goods or Services (FA) Contract Template and Configurator:

Intellectual Property Indemnity

This Section shall be used for all contracts involving computers, software, or technology related goods or services. Add the following Section as appropriate. If unsure whether the Section is applicable, consult the CPO legal team.

Option 1

E.#. 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.

Option 2

E.#. 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.

In addition to the above indemnity, if the State's use of any deliverable, or any portion thereof, provided under this Contract, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at its expense, shall: (x) procure for the State the continued use of such deliverable; (y) replace such deliverable with a non-infringing counterpart; or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified deliverable must be capable of performing substantially the same function. Notwithstanding the foregoing, the State retains the right to terminate the Contract in accordance with Section D.6 hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Contractor shall not relieve Contractor of its indemnity obligations under this Section.

The forgoing indemnity does not apply to the extent that the infringement arises from the State's: (i) use of the deliverable not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Deliverables not expressly authorized by the Contractor ("Alteration"); (iii) failure to use or implement corrections or enhancements to the Deliverables made available by the Contractor to the State at no additional cost to the State, except where such failure to use or implement corrections or enhancements is a result of State's termination in accordance with the preceding paragraph; or (iv) combination of the Deliverables with materials not provided, specified, or approved by the Contractor.

RFP TEMPLATE – NEGOTIATIONS

REQUEST: Revise the Request for Proposals (“RFP”) Template at the following sections:

Default Language:

- 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.
-

Optional Language:

ALTERNATE LANGUAGE IF TERMS AND CONDITIONS NEGOTIATIONS ALLOWED - CPO USE ONLY

Option: Clarifications and Negotiations.

For CPO USE ONLY. Note: Negotiations (pricing or terms and conditions negotiations) shall not be utilized by a state agency unless such procurement is performed by the Central Procurement Office. (See Tenn. Code Ann. § 4-56-108(a)(8)).

Add the following section as 5.2.3. and renumber subsequent sections accordingly.

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.

PROCUREMENT PROCEDURES
MANUAL SECTION 5.12. NEGOTIATION

REQUEST: Revise the *Procurement Procedures Manual of the Central Procurement Office* as follows:

5.12. *Negotiation.*

As appropriate, each solicitation should include provisions governing negotiation with one or more respondents. Pre-award negotiations may be conducted with respondents who are within the competitive range. Negotiations should be conducted in a manner that is fair to the respondent or respondents selected for further negotiation. Negotiation rounds, including by way of example only, an initial round of target price negotiation, additional rounds of negotiation, culminating in a BAFO round of negotiation, may be had if it is beneficial to the State. Only the Central Procurement Office may engage in target price, additional rounds of negotiation, or BAFO negotiations. Neither target price, additional rounds of negotiation, nor BAFO responses can be requested until after responses are evaluated. Once target pricing, additional rounds of negotiation, or BAFO responses are received the responses should be evaluated in the same manner as the original response criteria. The solicitation coordinator is responsible for analyzing and tabulating all target pricing, additional negotiation responses, or BAFO responses.

Negotiations may be conducted with a select group of respondents based on an established competitive range or with just the apparent awarded respondent. The solicitation coordinator may conduct multiple negotiation rounds if doing so is in the State's best interests. There is no minimum number of negotiation rounds and there are no limitations to how many rounds of negotiations must be conducted.

If the State exercises its right to enter into negotiations, it may identify areas of a proposal 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 identified issues during negotiations. All responsive respondents or selected competitive range respondents will be given equivalent information with respect to cost negotiations. By their very nature, single respondent negotiations will not involve making all information as part of the negotiation available to other respondents who were not selected for further negotiation.

All cost negotiations will be documented for the procurement file. Additionally, the solicitation coordinator should conduct target pricing and other price or service level pricing, market considerations, benchmarks, budget availability, industry standards or other method that does not reveal individual respondent pricing. During negotiation rounds, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be

conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual Proposer.

5.12.1. Competitive Range.

Given the number of responses and the broad range of competitiveness of responses, it may not be practicable to engage in negotiations with each and every respondent. In the event of multiple responses and the State's needs for negotiating a contract on terms and conditions in the State's best interests, it may be necessary to shorten the list of respondents to a "competitive range" and only negotiate with one or more respondents within the competitive range. The competitive range should be established based on the following guiding principles:

- Price.
- Cost of Ownership.
- Responses that appear to provide the best value based on:
 - Evaluation criteria in the solicitation
 - Product specifications
 - Information provided by the vendors
- Responses most likely to provide greater value after negotiations based on the same criteria.
- Respondent scores.

The solicitation coordinator, in conjunction with the requesting agency as appropriate, may wish to consider establishing in the solicitation a minimum score that a respondent must achieve before the respondent will be considered in the competitive range and thus eligible for additional negotiation.

5.12.1.1. Negotiation with Single Respondent versus Multi-party Negotiation.

Factors a solicitation coordinator should consider when electing to negotiate with just the highest evaluated respondent instead of engaging in multi-party negotiations include:

- The expected dollar value of the award and length of contract.
- The complexity of the acquisition and the variety and complexity of offered solutions, in terms of impact on the likely breadth and depth of the discussions.
- The resources available to conduct discussions vs. the expected variable administrative costs of discussions.
- The impact on lead-time for award vs. the need for timely delivery.
- The extent to which discussions with additional respondents would likely provide diminishing returns.
- The disparity in pricing between the lowest priced respondent and the other respondents, with respect to an ITB.
- The disparity in pricing between the highest rated respondent and the other respondents, with respect to all other solicitation methods.

5.12.2. Target Price Negotiations.

Target pricing gives responsive and responsible respondents an opportunity to improve upon their responses by offering more competitive pricing. Proposers are not obligated to meet or beat target prices but will not be allowed to increase overall prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in the proposal improvement and does not reveal individual respondent pricing.

The target price is reached by considering factors such as the current/last contract price paid for an item, benchmarks, industry standards, budgets, raw materials that influence the pricing of the product, or market trends.

Once the initial responses have been received, the solicitation coordinator should:

- Determine the lowest proposed cost for each line item as applicable.
- Compare the lowest proposed cost for each line item against current/past contract price and other benchmarks.
- Determine a unique target %, as opposed to a flat % off, for the least cost supplier that will guide proposer pricing towards the ideal purchase price.
- Calculate the target price for each line item in a spreadsheet.
- Evaluate whether or not there is a price reasonableness to the target price for each line item and for the total target price overall.
- Send standard language and target price bidding spreadsheet to respondents deemed responsible and responsive.
- Receive target cost proposals.
- Determine if target price negotiation resulted in improved cost proposals.

If the receipt of target price proposals did not result in one or more cost proposals at or below the State's target price, the solicitation coordinator should evaluate whether an additional round of target price negotiation will result in one or more cost proposals at or below the State's target price.

5.12.3. *Best and Final Offer (BAFO) Negotiations.*

The best and final offer (BAFO) negotiation is an optional step to help obtain improvements in the scope of work or the most cost effective pricing available. The BAFO process may be useful when:

- No single response addresses all the specifications.
- The cost submitted by all respondents is too high (e.g., exceeds the State's estimate of expected costs, budget, etc.).
- The scores of two or more respondents are very close after the initial evaluation.

- All respondents submitted responses that are unclear or deficient in one or more areas.

5.12.3.1. Procedures for the use of the BAFO process.

The following rules shall apply to BAFO negotiations:

- The solicitation coordinator should determine if the BAFO process will be conducted and which respondents are within the competitive range for receipt of the State's BAFO request.
- The solicitation coordinator may restrict the BAFO negotiations to a single respondent or engage in a multi-party BAFO negotiation.
- BAFO's are best conducted using only those respondents within the competitive range. Any respondent deemed non-responsive or non-responsible or not within the competitive range may be excluded from participation, which shall be documented in the solicitation file.
- The content of the BAFO request may come from questions proposed by the solicitation coordinator, with respect to an ITB, or the solicitation coordinator in consult with the evaluation committee, with respect to all other solicitation methods.
- The solicitation coordinator may request that a proposer readdress important aspects of the proposal such as but not limited to implementation schedule, level of support, amount of resources proposed, terms and conditions or cost.
- The solicitation coordinator will dispatch the BAFO request stating the elements to be covered and defining the date and time the BAFO must be returned.
- All communication to and from respondents regarding the BAFO solicitation shall be coordinated by the solicitation coordinator.
- All responses to the BAFO shall be returned to the solicitation coordinator.

- BAFO's submitted after the deadline shall not be considered. Only the original and most recently submitted responses may be considered for evaluation.

5.12.3.2. *Content and structure of Solicitations utilizing a BAFO Process.*

All solicitations utilizing a BAFO process shall contain the following:

- Best and final solicitations shall contain specific information on what is being requested. Enhanced core components of the solicitation may be solicited; however, the integrity of the scope of the original solicitation must be maintained. Respondents may be asked to provide additional clarification to specific sections of their response and to rework their proposal content or cost proposal.
- Best and final solicitations shall include submission requirements with time lines.
- Best and final solicitations shall contain specifics on how the offers will be evaluated and outline the process that will be used to determine the successful proposer.
- The solicitation coordinator with respect to an ITB or the evaluation committee with respect to all other solicitation methods may evaluate submissions of the BAFO and rescore the original response based entirely on the content of the BAFO submission.
- Respondents are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.
- Requests for best and final offers shall not identify either the current rank of any of the respondents or the lowest costs currently proposed.
- Respondents may be requested to make an oral presentation regarding their BAFO.

- The solicitation coordinator will have full discretion to accept or reject any information submitted in a BAFO.

5.12.3.3. *Scoring of BAFOs.*

- The solicitation coordinator, should score the responses after receipt of the BAFO responses.
- All scoring worksheets (e.g., original evaluation scores, best and final scores, etc.) should be retained for inclusion in the procurement file. Scores for the BAFO responses should be entered into a new score sheet/summary worksheet by the solicitation coordinator.

CERTIFICATION RELATED DOCUMENTATION

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

RE-CERTIFICATION

April 2019

1. Item No. 763.A79
Service: Janitorial Services
Agency/Location: Tennessee Emergency Management Agency (TEMA), 803 North Concord Street, Knoxville, Tennessee.
Annual Price: \$9,005.52 annually or \$750.46 monthly or \$0.90055 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 5/01/2019 – 4/30/2020

2. Item No. 763.54
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation, TDOT Region 3 Complex, 6601 Centennial Blvd., Nashville, Tennessee
Annual Price: \$ 200,701.32, or \$16,725.11 per month or \$1.86852 per square foot for a total of 107,412 square feet.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 5/01/2019 – 4/30/2020

3. Item No. 763.36a-y
Service: SWC 921 Adult Incontinent Briefs and Pads
Agency/Location: Department of General Services, Central Procurement Office, 312 Rosa L. Parks Ave, Nashville, Tennessee
Annual Price: Current Spend \$128,258.13 (April 2018 through February 2019)
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 5/01/2019 – 4/30/2020

4. Item No. 763.A144
Service: Lawn Maintenance Services
Agency/Location: Department of Intellectual & Developmental Disabilities, Ruilman Center, 293 Kirkpatrick Lake Road, Lebanon, Tennessee
Annual Price: \$7,828.67 or \$521.91 per cycle for 15 cycles per year.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 5/01/2019 – 4/30/2020

Addendum

April 2019

1. Item No. 763.36ad
Service: SWC 924 Female Sanitary Products
Agency/Location: Department of General Services, Central Procurement Office, 312 Rosa L. Parks Ave, Nashville, Tennessee
Annual Price: Current Spend \$100,917.63 (May 2018 through January 2019). To add two additional line items to the contract.
Satisfaction: No complaints have been filed.
Requested for Period of 5/01/2019 – 09/30/2019

RE-CERTIFICATION

May 2019

1. Item No. 763.A185
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation, Region 2 Office Complex, 7512 Volkswagen Drive, Chattanooga, Tennessee.
Annual Price: \$233,216.40 or \$19,434.70 monthly, or \$1.86348 per square foot for a total of 125,151 square feet.
Price increase requested: TDOT has requested janitorial service for an additional 1,151 square feet located in building K, this is the reason for the increase. The price per square foot will remain the same.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 6/01/2019 – 5/31/2020

LIMITATION OF LIABILITY REPORT

**Approved Limitation of Liability Requests
for the Time Period March 19, 2019 to July 1, 2019**

TRACKING	CALENDAR YEAR	ID	LOGGED	STATUS	STATUS DATE	SERVICE	CONTRACTING AGENCY	BASIS FOR REQUEST	COT APPROVAL OF REQUEST
	19	13194	4/10/2019	APPROVED	4/10/2019	INTEGRATION SERVICES FROM E H R SOLUTIONS TO THE CAREQUALITY NETWORK	MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES	This contract was modified to include a third party vendor, CareQuality. During negotiations between the CPO and the vendor, the vendor insisted on having specific terms and conditions in its contract, including a limitation of liability clause of \$100,000. This was a sole source vendor and the projected outlay under the contract term was anticipated to be approximately \$64,000. It was determined that the limitation of liability cap of \$100,000 was within range of the presumption of twice the contract value, conformed to Tenn. Code Ann. § 12-3-701, and was in the State's best interests.	4/16/2019
	19	13195	4/10/2019	APPROVED	4/10/2019	REVCONNECT COMPONENT PROVIDED BY ALLSCRIPTS IS FOR NETSMART TO PROVIDE ELECTRONIC DATA INTERCHANGE (EDI) SERVICES	MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES	This contract was modified to include a third party vendor, AllScripts. During negotiations between the CPO and the vendor, the vendor insisted on having specific terms and conditions in its contract, including a limitation of liability clause of \$100,000. This was a sole source vendor and the projected outlay under the contract term was anticipated to be approximately \$29,000. It was determined that the limitation of liability cap of \$100,000 was well above the presumption of twice the contract value, conformed to Tenn. Code Ann. § 12-3-701, and was in the State's best interest.	4/16/2019

32110-3006	19	13478	5/15/2019	APPROVED	5/15/2019	COMMERCIAL OFF THE SHELF SOFTWARE	DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE	The modification to the contract requested by the vendor, COSS, was very slight and conformed to Tenn. Code Ann. § 12-3-701. The vendor agreed to a limitation of liability of the greater of two (2) times the total purchases under the software contract or \$1 million. It was anticipated that purchases under this software contract would be nominal, that the limit of \$1 million posed no appreciable risk to the State, and was in the best interests of the State.	5/17/2019
32110-3007	19	13547	5/23/2019	APPROVED	5/23/2019	CdWG PA - COMMERCIAL OFF THE SHELF SOFTWARE	DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE	The modification to the contract requested by the vendor, CDWG PA, was very slight and conformed to Tenn. Code Ann. § 12-3-701. The vendor agreed to a limitation of liability of the greater of two (2) times the total purchases under the software contract or \$1 million. It was anticipated that purchases under this software contract would be nominal, that the limit of \$1 million posed no appreciable risk to the State, and was in the best interests of the State.	5/29/2019
40100-04719	19	13600	5/31/2019	APPROVED	5/31/2019	COMPREHENSIVE SUITE OF SOFTWARE PRODUCTS AND SERVICES THAT TDOT USES FOR THEIR ELECTRONIC BILLING, BRIDGE MANAGEMENT/SAFETY, DESIGN SOFTWARE, CIVIL RIGHTS/LABOR MANAGEMENT AND OTHER FUNCTIONS	TENNESSEE DEPARTMENT OF TRANSPORTATION	During contract negotiations between the software vendor, AASHTO, and TDOT, AASHTO refused to agree to the State's terms and conditions. Instead, the parties agreed to a limitation of liability provision for two (2) times the value of the software license agreements actually paid for the software products and which conformed with Tenn. Code Ann. § 12-3-701. This request was necessitated by the fact that this software was necessary to maintain existing software and was critical to TDOT in its electronic billing, bridge design and management safety.	5/31/2019

34501-12720C	19	13722	6/19/2019	APPROVED	6/20/2019	LIMITATION OF CONTRACTOR'S LIABILITY	DEPARTMENT OF HUMAN SERVICES	<p>During the negotiation process between the State and the Contractor, TALX Corporation, it was agreed that the Contractor would not be liable for any consequential damages, whether based on warranty, contract, statute, regulation, tort or other legal theories, under the negotiated contract. This contract modification is in accordance with Tenn. Code Ann. § 12-3-701, and represents the Contractor's interest in risk management and the State's limitation of liability. In addition, this contract language has been successful utilized in previous contracts with this vendor.</p>	6/25/2019
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MEMORANDUM OF UNDERSTANDING REPORT

Number	SWC# / Edison Contract #	Contract Name	Category Specialist / Sourcing Analyst	Vendor Name	Description	MOU Active Date	Items Added via MOU
259	SWC 387 / 37896	Managed Service Provider (MSP)	Kayla Logan	Guidesoft Inc. dba Knowledge Services	Additional Medical Position	2/28/2019	Psychiatrist 3
260	SWC 370 / 52905	Uniform, Linen, Dust Control Rental Services,	Parker Birt	Aramark Uniform Services	Moccasin Bend Line Items	3/4/2019	Contour Sheets, Clothing Protectors, Underpads, 24" Microfiber Mops, Biohazard Laundry, Microfiber Towels, Net Laundry Bags, Special Soil Bags, Microfiber Mop Pads, 24" Mop Frames, 20% Eloss, and NOG.
261	SWC 352	Envelopes	Mike Neely	Cenveo	Additional envelopes	3/1/2019	Envelope, 2 window #10 24# white
262	SWC 387 / 37896	Managed Service Provider (MSP)	Kayla Logan	Guidesoft Inc. dba Knowledge Services	Additional Medical and Additional Administrative Position	3/28/2019	PRN CTN and Housekeeper 3
263	SWC 370 / 52905	Uniform, Linen, Dust Control Rental Services,	Parker Birt	Aramark Uniform Services	Moccasin Bend Bedspread	4/25/2019	Spread Blanket
264	SWC 222 / 61893	Vehicle Leasing	Kayla Logan	Acme Auto Leasing LLC	Additional Leased Vehicle Option	4/25/2019	2019 Toyota Highlander LTD AWD 36 - month lease and 12 - month lease
265	SWC 126 / 62218	Highway Markings and Accessories	Lanessa Munson	G&C Supply Co. Inc.	Additional Sign Line Items	5/28/2019	Dump Truck Markings and Light Duty Pickup Truck Reflective Striping 2" x 25 yd, Dump Truck Markings and Light Duty Pickup Truck Reflective Striping 4" x 25 yd., and Dump Truck Markings and Light Duty Pickup Truck Reflective Striping 6" x 96"

CORRECTION OF ERRORS REPORT

Request to correct errors:

- (1) Revise the website link provided in section 5.6. of Central Procurement Office Policy Number 2015-010, Statewide Purchasing Card Policy and Procedures to the following:
<https://www.tn.gov/finance/looking-for/policies.html>

Explanation of errors:

- (1) The current website link is no longer valid.

Procurement Staff signatures:

Don Ivancic

Digitally signed by Don Ivancic
Date: 2019.07.08 14:15:28
-05'00'

Donald Ivancic, Legislative Procurement Compliance Manager,
Comptroller of the Treasury

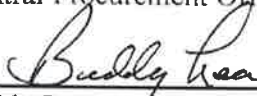
Date

Paul D. Krivacka

Digitally signed by Paul D. Krivacka
DN: cn=Paul D. Krivacka, o=Central Procurement Office, ou=Department
of General Services, email=paul.krivacka@tn.gov, c=US
Date: 2019.07.08 14:12:18 -05'00'

Paul Krivacka, Director of Category Management and Category Team
Central Procurement Office

Date



7/8/19

Buddy Lea, Assistant Commissioner,
Department of Finance & Administration

Date