STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

BILL HASLAM
GOVERNOR

ROBERT E. OGLESBY, AIA
COMMISSIONER

AGENDA

ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #010
MONDAY, SEPTEMBER 30, 2013 – 1:30 PM
TN TOWER – 3rd FLOOR
CONFERENCE ROOMS 3.101 A AND 3.105 C – CONFERENCE CENTER NORTH

	AGENDA ITEM	PAGE #
I.	Call to Order and Approve Minutes from July 29, 2013 Meeting (see attached documentation)	1
II.	New Business	
	Proposed revisions to the following Central Procurement Office documents - see attached redline and clean versions of each:	
	(1) Small Purchases Model	21
	(2) Informal Purchases Model.	29
	(3) Request for Information (RFI) Model	37
	(4) Rule Exception Request Form	47
	(5) Interagency Agreement (IA) Model.	51
	(6) Section 11 of the *Procurement Procedures Manual of the Central Procurement Office*	70
III.	Other Business	
IV.	Adjournment	

CENTRAL PROCUREMENT OFFICE
312 ROSA L. PARKS AVENUE, 3RD FLOOR • NASHVILLE, TENNESSEE 37243
(615) 741-1035 • FAX: (615) 741-0684 • WWW.TN.GOV/GENERALSERV/

MINUTES OF JULY 29, 2013 MEETING

BILL HASLAM
GOVERNOR

ROBERT E. OGLESBY, AIA
COMMISSIONER

MINUTES
ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #009
MONDAY, JULY 29, 2013 – 10:30 A.M.
TN TOWER – 3RD FLOOR – CONFERENCE ROOM C
CONFERENCE CENTER NORTH

Members in Attendance:

Mike Perry, Sondra Howe, Buddy Lea, Reen Baskin, Jason Mumpower, Mark Choate, Melissa Kmiecik, Jim Thompson, Matt Thompson, Hugh Holt, Jay Garrison

Others in Attendance:

Matt Brimm, Shay Oliphant, Mary Anne Queen, Melinda Parton, Bryan Chriske, Andy Kidd, Tony Bybee, Toni Stuart, Shannon Howell, Elaine Williams, Cindy Heatherly, Paul Krivacka, Amaris Avant, Charlotte McKinney (State of Tennessee); Kim Adkins, Capitol Strategy Group.

I. **Call to Order:** Mike Perry, Chief Procurement Officer and Advisory Council on State Procurement Chairman, officially called the meeting to order. He recognized that a quorum of members was present. Chief Procurement Officer Perry introduced Reen Baskin, COO and Deputy Commissioner for the Department of General Services (DGS), as the designee representing Kelly Smith, DGS Assistant Commissioner, until such time as Ms. Smith returns from a leave of absence. Chief Procurement Officer Perry also stated that an Advisory Council member, Stephen Hillis, had tendered his resignation. He expressed gratitude to Mr. Hillis for his time of service on the Advisory Council and wished him well.

Minutes from May 1, 2013 Meeting: A motion was made by Jason Mumpower, Chief of Staff, Comptroller's Office, to accept the minutes as submitted. The motion was seconded by Mark Choate, Strategic Account Manager, Canon Solutions America, Inc. All members voted in favor – none opposed.

II. **New Business:** Chief Procurement Officer Perry turned the floor over to Paul Krivacka, Lead Attorney/Director of Category Management, Central Procurement Office, to discuss the following new business items:

A. Proposed changes to:

- Section 6.2 of Policy Number 2013-004, *Central Procurement Office Contract Management Policy and Procedures*
- Section 8 of Policy Number 2013-006, *Central Procurement Office Authority Delegation Policy and Procedures*
- Section 5.15.3.1 of the *Procurement Procedures Manual of the Central Procurement Office*

Mr. Krivacka stated that a proposed edit had been received from the Fiscal Review Committee in addition to the Revised Agenda and Attachments that was emailed to all Advisory Council members on July 23, 2013, and the other hard copy revisions distributed at the meeting (see attached).

The following language was proposed to replace the first bullet in the matrix with Fiscal Review Committee as the "Required Approval or Endorsement":

All requests to procure goods or services by negotiation with a single service provider (a noncompetitive contract) having a term of more than one (1) year or which contain term extension language authorizing a term of greater than one (1) year AND a cumulative value of $250,000 or more; and

A motion was made by Chief Procurement Officer Perry to accept this language and was seconded by Jason Mumpower. All members voted in favor – none opposed.

Mr. Mumpower asked if all the approving entities shown on the matrix had been contacted and if they had signed off on the proposed language. Mr. Krivacka responded that the matrix had been sent to all entities for review and comment prior to the Advisory Council meeting. Mr. Krivacka stated that responses and suggested edits had been received from the Comptroller's Office, Attorney General's Office, and the Fiscal Review Committee.

Chief Procurement Officer Perry asked if there were any other questions or comments, and opened the floor for discussion. A general discussion followed, and after all questions had been answered, Chief Procurement Officer Perry made a motion to approve the matrix with all revisions included in the Revised Agenda and Attachments as emailed to all Advisory Council members on July 23, 2013, and the revisions as presented in the handouts distributed to all Council members at the meeting. Buddy Lea, Assistant Commissioner, Department of Finance and Administration, clarified that the matrix appears in three separate documents as referenced in the agenda: Section 6.2 of Policy Number 2013-004, *Central Procurement Office Contract Management Policy and Procedures;* Section 8 of Policy Number 2013-006, *Central Procurement Office Authority Delegation Policy*

and Procedures; and Section 5.15.3.1 of the *Procurement Procedures Manual of the Central Procurement Office.*

Mr. Lea then seconded the motion to approve. All members voted in favor – none opposed.

B. Proposed changes to:

- Section 7 of Policy Number 2013-004, *Central Procurement Office Contract Management Policy and Procedures; and*
- Section 5.15.3.2 of the *Procurement Procedures Manual of the Central Procurement Office*

Mr. Krivacka stated that this proposed revision is a result of recent legislative changes in statute.

A motion for approval was made by Jason Mumpower and seconded by Reen Baskin. All members voted in favor – none opposed.

C. Proposed changes to:

- Section 6.4 of the *Procurement Procedures Manual of the Central Procurement Office.*

Mr. Krivacka stated that changes in statutes necessitated this proposed revision, as well as feedback received at town hall meetings revealing there was some confusion with the current language.

In addition to the changes presented in the Revised Agenda and Attachments as emailed to all Advisory Council members on July 23, 2013, and the ones included in the handout distributed at the meeting (see attached), Sondra Howe, Department of the Military, asked the Advisory Council to consider the following additional changes:

- Section 6.4.1.1 Description of Small Purchase:

Add the words "for small purchases from $5,000.01 to $10,000.00" at the end of the 4th sentence in this section to read: "All due diligence performed by a state procurement professional, such as benchmarking of pricing, shall be documented for small purchases from $5,000.01 to $10,000.00."

- Section 6.4.1.1 Description of Small Purchase, and Section 6.4.2.1 Description of Informal Purchase:

Ms. Howe presented a suggested language change for the same sentence that appears in these two sections as follows:

Replace this sentence: "The Chief Procurement Officer's approval is required for procuring goods or services where the goods or services to be procured are available from an existing Statewide Contract."

With this sentence: "Agency purchasing professionals shall obtain the Chief Procurement Officer's prior approval for procuring goods or services from sources other than Statewide Contract when the goods or services to be procured are available from an existing Statewide Contract."

A general discussion of Section 6.4 was held by the Council members. Jim Thompson, Thompson Services, Inc., asked a question about what is considered a "minority-owned" business. Chief Procurement Officer Perry gave some background on the creation of the Governor's Office of Diversity Business Enterprise (Go-DBE). He stated that there are four sub-categories of "minority-owned" businesses: African American, Asian American, Hispanic American, and Native American. Other questions followed regarding the number of state contracts and dollar amounts awarded in these categories. Chief Procurement Officer Perry stated that there is a Go-DBE report on the Central Procurement Office web site that includes this information and that he will be happy to send Council members the link to the report via email.

After further discussion, Sondra Howe made a motion to approve her two proposed language changes as outlined during the meeting. The motion was seconded by Buddy Lea. All members voted in favor – none opposed.

At this point, Chief Procurement Officer Perry opened the floor for any discussion on the other proposed changes to Section 6.4 in total. A motion was made by Reen Baskin to approve the proposed changes as outlined in the Revised Agenda and Attachments as emailed to all Advisory Council members on July 23, 2013, and the other hard copy revisions distributed at the meeting. The motion was seconded by Jason Mumpower. All members voted in favor – none opposed.

D. Proposed modification to:

- A template in the *Procurement Procedures Manual of the Central Procurement Office – Standard Terms and Conditions*, No. 32

Mr. Krivacka stated that this change to the Central Procurement Office Standard Terms and Conditions was being proposed to be in compliance with Tenn. Code Ann. §12-4-120 which prohibits the state from contracting to acquire goods or services unless the contractor is registered with the Department of Revenue for sales tax collections.

A motion to approve was made by Jason Mumpower and seconded by Reen Baskin. All members voted in favor – none opposed.

III. **Other Business:** Chief Procurement Officer Perry asked for any other business that the Council needed to discuss. Seeing none, he took this opportunity to thank all the members of the Central Procurement Office Policy Review Subcommittee (Subcommittee) for their time and hard work in reviewing and providing input on Central Procurement Office policies and procedures. He recognized Sondra Howe for her outstanding efforts and contributions to the Subcommittee. He also recognized and thanked the staff of the Comptroller's Office for their continued support and assistance. Buddy Lea stated that as a member of Subcommittee, he would like to encourage all Advisory Council members to challenge things brought before them and to actively participate in meetings. Chief Procurement Officer Perry expressed his agreement and stated that input from non-voting members of the Advisory Council is very important and would be much appreciated.

IV. **Adjournment:** A motion for adjournment was made by Buddy Lea and seconded by Jason Mumpower. All members voted in favor – none opposed.

ATTACHMENTS TO MINUTES

AS DISTRIBUTED AT THE 7/29/13 MEETING TO ALL ADVISORY COUNCIL MEMBERS

Note: Includes revisions from Comptroller's Office received on 7/24/13, Attorney General's Office received on 7/25/13, and Fiscal Review Committee received on 7/26/13.

REQUEST: The matrixes in Section 6.2 of Policy Number 2013-004, *Central Procurement Office Contract Management Policy and Procedures*; Section 8 of Policy Number 2013-006, *Central Procurement Office Authority Delegation Policy and Procedures; and* § 5.15.3.1 of the *Procurement Procedures Manual of the Central Procurement Office* are deleted and replaced with the following:

Contract Subject Matter	Required Approval or Endorsement
• Information technology	OIR Endorsement
• Medical/mental health-related professional, pharmaceutical, laboratory, or imaging	F&A eHealth Initiative Endorsement
• Contract between State Agencies that includes provisions for cooperative programs; • Provision for State legal consultation services	Governor
• Provision for State legal consultation services	Attorney General[1]
• Contract with an individual; • Contract that involves training State employees (except training pursuant to an information technology system procurement); • Services relating to the employment of current or prospective State employees	Human Resources Commissioner
• Contract that involves engineering or architectural services relating to an improvement (including demolition) to real property in which the State of Tennessee has an interest	State Architect

[1] See Tenn. Code Ann. § 8-6-106.

Note: Includes revisions from Comptroller's Office received on 7/24/13, Attorney General's Office received on 7/25/13, and Fiscal Review Committee received on 7/26/13.

Contract Subject Matter	Required Approval or Endorsement
• Delegation of procurement or contract authority by the CPO; • Procurements for goods and services where authority exists under both the SBC and CPO to procure and contract; • Auditing services; • Cooperative agreements as provided in § 12-3-512; • Fee-For-Service procurements or contracts with a maximum liability > $5,000,000; • Grant contracts with a maximum liability > $5,000,000; • Fee-For-Service procurements or contracts for new or replacement information systems and technical infrastructure projects for goods and services > $500,000; • Procurements or contracts utilizing competitive or non-competitive negotiations with a maximum liability > $250,000; • Revenue procurements/contracts; • No-Cost procurements/contracts; • Procurements/contracts with a term > 60 months (5 years); • Procurements/contracts that propose to limit liability to < 2 times the maximum liability; • Procurements/contracts that propose to change the Records, Annual Report, Audit, or Monitoring clauses; • Procurements/contracts that allow for the negotiation of a necessary, mandatory, or standard contract clause; • Procurements allowing a cost proposal to be evaluated contemporaneously with or prior to the technical proposal evaluation;	Comptroller of the Treasury[2]

[2] Pursuant to Tenn. Code Ann. § 4-56-108(b), without limitation of the audit authority of the comptroller of the treasury, the comptroller is authorized to examine any ~~procurement contract, grant or other~~ documents under the authority of the chief procurement officer.

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt

Note: Includes revisions from Comptroller's Office received on 7/24/13, Attorney General's Office received on 7/25/13, and Fiscal Review Committee received on 7/26/13.

Contract Subject Matter	Required Approval or Endorsement
• ~~Agency contracts with any organizations agreeing to provide services to third parties;~~ • Procurements/contracts containing an automatic price escalator; and • Such other procurements/contracts or other items as may be directed by the Commissioner of Finance and Administration or by the Commission.	
• All requests to procure goods or services by negotiation with a single service provider (a noncompetitive contract) having a term of more than one (1) year or which contain term extension language authorizing a term of greater than one (1) year AND a cumulative value more than $250,000,000; and • All amendments to a contract, whether competitively or noncompetitively procured, meeting the above term and dollar threshold requirements where the amendment: 1) increases or decreases the maximum liability, 2) extends or shortens the contract term, 3) changes the entity or name of the entity with which the State is contracting, or 4) otherwise changes an original contract or amended contract in a substantive manner.~~All requests to procure goods or services by negotiation with a single service provider (a noncompetitive contract); Contracts and contract amendments with a term of more than one (1) year or which contain term extension language authorizing a term of greater than one (1) year AND which have a~~	Fiscal Review Committee[3]

Formatted: Indent: Left: 0.26", Space After: 0 pt, Add space between paragraphs of the same style, No bullets or numbering

Formatted: Space After: 0 pt, Bulleted + Level: 1 + Aligned at: 0.26" + Indent at: 0.51"

Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Auto

Formatted: Indent: Left: 0.26", Space Before: 0 pt, After: 0 pt, Add space between paragraphs of the same style, Bulleted + Level: 1 + Aligned at: 0.26" + Indent at: 0.51"

Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Auto

[3] - Pursuant to Tenn. Code Ann. § 4-56-107(b)(4), the Fiscal Review Committee, pursuant to its jurisdiction under § 3-7-103(a), is authorized to review any other State contract or contract amendment regardless of whether the contract or contract amendment meets these requirements.

Note: Includes revisions from Comptroller's Office received on 7/24/13, Attorney General's Office received on 7/25/13, and Fiscal Review Committee received on 7/26/13.

Contract Subject Matter	Required Approval or Endorsement
~~cumulative value of $250,000 or more;~~ • ~~Any contract amendment meeting the above term and dollar threshold requirements where the amendment 1) increases or decreases the maximum liability, 2) extends or shortens the contract term, 3) changes the entity or name of the entity with which the State is contracting, or 4) otherwise changes an original contract or amended contract in a substantive manner.~~	

Note: Includes revisions from Comptroller's Office received on 7/24/13, Attorney General's Office received on 7/25/13, and Fiscal Review Committee received on 7/26/13.

REQUEST: The matrixes in Section 6.2 of Policy Number 2013-004, *Central Procurement Office Contract Management Policy and Procedures*; Section 8 of Policy Number 2013-006, *Central Procurement Office Authority Delegation Policy and Procedures; and* § 5.15.3.1 of the *Procurement Procedures Manual of the Central Procurement Office* are deleted and replaced with the following:

Contract Subject Matter	Required Approval or Endorsement
• Information technology	OIR Endorsement
• Medical/mental health-related professional, pharmaceutical, laboratory, or imaging	F&A eHealth Initiative Endorsement
• Contract between State Agencies that includes provisions for cooperative programs; • Provision for State legal consultation services	Governor
• Provision for State legal consultation services	Attorney General[1]
• Contract with an individual; • Contract that involves training State employees (except training pursuant to an information technology system procurement); • Services relating to the employment of current or prospective State employees	Human Resources Commissioner
• Contract that involves engineering or architectural services relating to an improvement (including demolition) to real property in which the State of Tennessee has an interest	State Architect
• Delegation of procurement or contract authority by the CPO;	Comptroller of the Treasury[2]

---

[1] See Tenn. Code Ann. § 8-6-106.

[2] Pursuant to Tenn. Code Ann. § 4-56-108(b), without limitation of the audit authority of the comptroller of the treasury, the comptroller is authorized to examine any documents under the authority of the chief procurement officer.

Note: Includes revisions from Comptroller's Office received on 7/24/13, Attorney General's Office received on 7/25/13, and Fiscal Review Committee received on 7/26/13.

Contract Subject Matter	Required Approval or Endorsement
• Procurements for goods and services where authority exists under both the SBC and CPO to procure and contract; • Auditing services; • Cooperative agreements as provided in § 12-3-512; • Fee-For-Service procurements or contracts with a maximum liability > $5,000,000; • Grant contracts with a maximum liability > $5,000,000; • Fee-For-Service procurements or contracts for new or replacement information systems and technical infrastructure projects for goods and services > $500,000; • Procurements or contracts utilizing competitive or non-competitive negotiations with a maximum liability > $250,000; • Revenue procurements/contracts; • No-Cost procurements/contracts; • Procurements/contracts with a term > 60 months (5 years); • Procurements/contracts that propose to limit liability to < 2 times the maximum liability; • Procurements/contracts that propose to change the Records, Annual Report, Audit, or Monitoring clauses; • Procurements/contracts that allow for the negotiation of a necessary, mandatory, or standard contract clause; • Procurements allowing a cost proposal to be evaluated contemporaneously with or prior to the technical proposal evaluation; • Procurements/contracts containing an automatic price escalator; and • Such other procurements/contracts or other items as may be directed by the Commissioner of Finance and Administration or by the Commission.	

Note: Includes revisions from Comptroller's Office received on 7/24/13, Attorney General's Office received on 7/25/13, and Fiscal Review Committee received on 7/26/13.

Contract Subject Matter	Required Approval or Endorsement
• All requests to procure goods or services by negotiation with a single service provider (a noncompetitive contract) having a term of more than one (1) year or which contain term extension language authorizing a term of greater than one (1) year AND a cumulative value more than $250,000,000; and • All amendments to a contract, whether competitively or noncompetitively procured, meeting the above term and dollar threshold requirements where the amendment: 1) increases or decreases the maximum liability, 2) extends or shortens the contract term, 3) changes the entity or name of the entity with which the State is contracting, or 4) otherwise changes an original contract or amended contract in a substantive manner.	Fiscal Review Committee[3]

[3] Pursuant to Tenn. Code Ann. § 4-56-107(b)(4), the Fiscal Review Committee, pursuant to its jurisdiction under § 3-7-103(a), is authorized to review any other State contract or contract amendment regardless of whether the contract or contract amendment meets these requirements.

Note: Includes revisions from Comptroller's Office received on 7/25/13

REQUEST: Section 6.4. of the *Procurement Procedures Manual of the Central Procurement Office* is deleted in its entirety and replaced with the following:

6.4. *Local Purchases.*

There are two types of Local Purchase authority: (1) Small Purchases; and (2) Informal Purchases. The limitations, requirements and procedures for each are set forth below.

6.4.1. Small Purchases.

6.4.1.1. Description of Small Purchase.

State procurement professionals ~~are encouraged~~are encouraged to ~~to~~ use competitive methods whenever practicable. State Agencies may utilize a Small Purchase authority without soliciting quotes or proposals from multiple ~~supplier~~vendors when the total value of a contract or a purchase will cost less than such amounts approved by the Procurement Commission. State procurement professionals shall also perform due diligence to ensure that the State is procuring goods and services on terms, conditions, and pricing that is in the State's best interests. All due diligence performed by a state procurement professional, such as benchmarking of pricing, shall be documented. State procurement professionals shall follow *Manual, Section 5.4.2.*, to identify prospective vendors of goods or services. Moreover, State procurement professionals shall consult Section 10.1 of the *Manual* and actively solicit goods or services from minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses when possible. The Chief Procurement Officer's approval is required for procuring goods or services where the goods or services to be procured are available from an existing Statewide Contract. In allowing a State Agency to purchase other than "off" of a Statewide Contract, the Chief Procurement Officer may consider, by way of example only, a Contracting Party's past performance, timeliness of performance (e.g., inability to supply the needed goods or services within the timeframe prescribed by the State Agency, etc.), the Contracting Party's ability to supply the goods or services (e.g., by having a source of supply of the requested goods or services), pricing, quality or compatibility concerns. ~~Small purchase authority may not be used, without the prior approval of the Chief Procurement Officer if the goods or services being procured exist on an existing Statewide Contract.~~ See *Manual, Section 10.4. Purchases Made "Off" Statewide Contract.* See also Policy Number 2013-004, *Central Procurement Office Contract Management Policy and Procedures, Section 4.2.3.*

6.4.1.2. Conditions of Use for Small Purchase.

Note: Includes revisions from Comptroller's Office received on 7/25/13

Small purchase authority may be used for goods or services not exceeding such amounts approved by the Procurement Commission. It is important to note that no procurement shall be artificially divided or split in order to fall within such amounts approved by the Procurement Commission. Similarly, if purchases that fall within the small purchase authority are of a recurring nature and the aggregate total exceeds such amounts approved by the Procurement Commission, the contract is presumed to exceed the small purchase authority and a competitive procurement method must be used (e.g., RFP, ITB or informal quotes).

6.4.1.3. Small Purchase Approval Process.

Small Purchases of a State Agency must be approved by the contract manager, or such other person designated by the State Agency, ~~of a State Agency~~ prior to communication or issuance of a contract or purchase order to a ~~supplier~~vendor of goods or services.

6.4.2. Informal Purchases.

6.4.2.1. Description of Informal Purchase.

State procurement professionals ~~are encouraged~~shall ~~to~~ use competitive methods whenever practicable. State Agencies may utilize ~~a~~ their Informal Purchase authority by soliciting quotes or proposals from at least three (3) ~~supplier~~vendors when the total value of a contract or a purchase will cost less than such amounts approved by the Procurement Commission. A non-response from a vendor contacted by a State procurement professional shall not count as one of the three (3) required quotes for purposes of exercising informal purchase authority. State procurement professionals shall also perform due diligence to ensure that the State is procuring goods and services on terms, conditions, and pricing that is in the State's best interests. All due diligence performed by a state procurement professional shall be documented and made a part of the procurement file. State procurement professionals should follow *Manual, Section 5.4.2.*, to identify prospective vendors of goods or services. State procurement professionals should also consult *Section 10.1* of the *Manual* and actively solicit goods or services from minority-owned, woman-owned, Tennessee service –disabled veteran owned, and small businesses when possible. The Chief Procurement Officer's approval is required for procuring any goods or services where the goods or services to be procured are available from an existing Statewide Contract. In allowing a State Agency to purchase other than "off" of a Statewide Contract, the Chief Procurement Officer may consider, by way of example only, a Contracting Party's past

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: Italic

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

performance, timeliness of performance, the Contracting Party's ability to supply the goods or services, pricing, quality or compatibility concerns. ~~Informal Purchase authority may not be used, without the prior approval of the Chief Procurement Officer if the goods or services being procured exist on an existing Statewide Contract.~~ See *Manual, Section 10.4. Purchases Made "Off" Statewide Contract.* See also Policy Number 2013-004~~——~~, *Central Procurement Office Contract Management Policy and Procedures, Section 4.2.3.*

Formatted: Font: Not Italic

6.4.~~1~~2.2. Conditions of Use for Informal Purchase Authority.

Local purchase authority may be used for goods or services not exceeding such amounts approved by the Procurement Commission. It is important to note that no procurement shall be artificially divided or split in order to fall within such amounts approved by the Procurement Commission. Similarly, if purchases that fall within the informal purchase authority are of a recurring nature and the aggregate total exceeds such amounts approved by the Procurement Commission, the contract is presumed to exceed the informal purchase authority and a competitive procurement method must be used (e.g., RFP, ITB or informal quotes).

6.4.~~1~~2.3. Informal Purchase Approval Process.

Informal Purchases of a State Agency must be approved by the contract manager, or such other person designated by the State Agency, ~~of a State Agency~~ prior to communication or issuance of a contract or purchase order to a ~~supplier~~vendor of goods or services.

6.4.3. Small and Local Purchase Thresholds.

The Procurement Commission has approved the following small and informal purchase authorities as follows:

Requirement	Dollar Amount of Purchase
Small Purchase ~~Rules~~Authorization-Approval ~~of~~ by all members of the procurement commission	$.01 to $10,000
Informal Solicitation ~~Rules~~Authorization-Approval by all the members of the procurement commission.	$10,000.01 to $50,000

Formatted: Font: Not Bold

Note: Includes revisions from Comptroller's Office received on 7/25/13

REQUEST: Section 6.4. of the *Procurement Procedures Manual of the Central Procurement Office* is deleted in its entirety and replaced with the following:

6.4. *Local Purchases.*

There are two types of Local Purchase authority: (1) Small Purchases; and (2) Informal Purchases. The limitations, requirements and procedures for each are set forth below.

6.4.1. Small Purchases.

6.4.1.1. Description of Small Purchase.

State procurement professionals are encouraged to use competitive methods whenever practicable. State Agencies may utilize a Small Purchase authority without soliciting quotes or proposals from multiple vendors when the total value of a contract or a purchase will cost less than such amounts approved by the Procurement Commission. State procurement professionals shall also perform due diligence to ensure that the State is procuring goods and services on terms, conditions, and pricing that is in the State's best interests. All due diligence performed by a state procurement professional, such as benchmarking of pricing, shall be documented. State procurement professionals shall follow *Manual, Section 5.4.2.,* to identify prospective vendors of goods or services. Moreover, State procurement professionals shall consult Section 10.1 of the *Manual* and actively solicit goods or services from minority-owned, woman-owned, Tennessee service–disabled veteran owned, and small businesses when possible. The Chief Procurement Officer's approval is required for procuring goods or services where the goods or services to be procured are available from an existing Statewide Contract. In allowing a State Agency to purchase other than "off" of a Statewide Contract, the Chief Procurement Officer may consider, by way of example only, a Contracting Party's past performance, timeliness of performance (e.g., inability to supply the needed goods or services within the timeframe prescribed by the State Agency, etc.), the Contracting Party's ability to supply the goods or services (e.g., by having a source of supply of the requested goods or services), pricing, quality or compatibility concerns. See *Manual, Section 10.4. Purchases Made "Off" Statewide Contract.* See also Policy Number 2013-004, *Central Procurement Office Contract Management Policy and Procedures, Section 4.2.3.*

6.4.1.2. Conditions of Use for Small Purchase.

Small purchase authority may be used for goods or services not exceeding such amounts approved by the Procurement Commission. It is important to note that no procurement shall be artificially divided or split in order to fall within such amounts approved by the Procurement Commission.

Similarly, if purchases that fall within the small purchase authority are of a recurring nature and the aggregate total exceeds such amounts approved by the Procurement Commission, the contract is presumed to exceed the small purchase authority and a competitive procurement method must be used (e.g., RFP, ITB or informal quotes).

6.4.1.3. Small Purchase Approval Process.

Small Purchases of a State Agency must be approved by the contract manager, or such other person designated by the State Agency, prior to communication or issuance of a contract or purchase order to a vendor of goods or services.

6.4.2. Informal Purchases.

6.4.2.1. Description of Informal Purchase.

State procurement professionals shall use competitive methods whenever practicable. State Agencies may utilize their Informal Purchase authority by soliciting quotes or proposals from at least three (3) vendors when the total value of a contract or a purchase will cost less than such amounts approved by the Procurement Commission. A non-response from a vendor contacted by a State procurement professional shall not count as one of the three (3) required quotes for purposes of exercising informal purchase authority. State procurement professionals shall also perform due diligence to ensure that the State is procuring goods and services on terms, conditions, and pricing that is in the State's best interests. All due diligence performed by a state procurement professional shall be documented and made a part of the procurement file. State procurement professionals should follow *Manual, Section 5.4.2.,* to identify prospective vendors of goods or services. State procurement professionals should also consult *Section 10.1* of the *Manual* and actively solicit goods or services from minority-owned, woman-owned, Tennessee service –disabled veteran owned, and small businesses when possible. The Chief Procurement Officer's approval is required for procuring any goods or services where the goods or services to be procured are available from an existing Statewide Contract. In allowing a State Agency to purchase other than "off" of a Statewide Contract, the Chief Procurement Officer may consider, by way of example only, a Contracting Party's past performance, timeliness of performance, the Contracting Party's ability to supply the goods or services, pricing, quality or compatibility concerns. See *Manual, Section 10.4. Purchases Made "Off" Statewide Contract.* See also Policy

Number 2013-004, *Central Procurement Office Contract Management Policy and Procedures, Section 4.2.3.*

6.4.2.2. Conditions of Use for Informal Purchase Authority.

Local purchase authority may be used for goods or services not exceeding such amounts approved by the Procurement Commission. It is important to note that no procurement shall be artificially divided or split in order to fall within such amounts approved by the Procurement Commission. Similarly, if purchases that fall within the informal purchase authority are of a recurring nature and the aggregate total exceeds such amounts approved by the Procurement Commission, the contract is presumed to exceed the informal purchase authority and a competitive procurement method must be used (e.g., RFP, ITB or informal quotes).

6.4.2.3. Informal Purchase Approval Process.

Informal Purchases of a State Agency must be approved by the contract manager, or such other person designated by the State Agency, prior to communication or issuance of a contract or purchase order to a vendor of goods or services.

6.4.3. Small and Local Purchase Thresholds.

The Procurement Commission has approved the following small and informal purchase authorities as follows:

Requirement	Dollar Amount of Purchase
Small Purchase Authorization-Approval by all members of the procurement commission	$.01 to $10,000
Informal Solicitation Authorization-Approval by all the members of the procurement commission.	$10,000.01 to $50,000

PROPOSED CHANGES TO:

• SMALL PURCHASES MODEL

REDLINE COMPARISON TO 9/19/13 VERSION

SMALL PURCHASES MODEL

State Agencies may utilize their Small 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 small purchases quotes when such are permitted by all applicable laws, policies, and procedures. Add, delete, or revise information below as applicable.

- ☐ Total Contract Value ≤ $10,000 (No procurement shall be artificially divided or split in order to fall within such amounts)
- ☐ Due diligence performed (such as benchmarking of pricing, ensuring that terms, conditions, and pricing are in the State's best interests. Note all due diligence performed by procurement professionals must be documented for small purchases from $5,000.01 to $10,000.)
- ☐ Goods or services 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, Tennessee service-disabled veteran owned, and small businesses when possible
- ☐ Procurement professionals are encouraged to use competitive methods whenever practicable

STATE OF TENNESSEE

Agency Header Information

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

Formatted: No underline

Formatted: Underline

Formatted: Normal

Signature of Respondent: _____

Thank You!

PROPOSED CHANGES TO:

• SMALL PURCHASES MODEL

CLEAN VERSION

SMALL PURCHASES MODEL

State Agencies may utilize their Small 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 small purchases quotes when such are permitted by all applicable laws, policies, and procedures. Add, delete, or revise information below as applicable.

- ☐ Total Contract Value ≤ $10,000 (No procurement shall be artificially divided or split in order to fall within such amounts)
- ☐ Due diligence performed (such as benchmarking of pricing, ensuring that terms, conditions, and pricing are in the State's best interests. Note all due diligence performed by procurement professionals must be documented for small purchases from $5,000.01 to $10,000.)
- ☐ Goods or services 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, Tennessee service-disabled veteran owned, and small businesses when possible
- ☐ Procurement professionals are encouraged to use competitive methods whenever practicable

STATE OF TENNESSEE

Agency Header Information

Small 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!

PROPOSED CHANGES TO:

• INFORMAL PURCHASES MODEL

REDLINE COMPARISON TO 9/25/13 VERSION

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 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)
- ☐ 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 ~~small~~ purchases from $~~5,~~10,000.01 to $~~5~~10,000.)
- ☐ Goods or services 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, Tennessee service-disabled veteran owned, and small businesses
- ☐ Procurement professionals are encouraged to use competitive methods whenever practicable
- ☐ All purchases exceeding $~~5~~10,000 based upon three (3) competitive quotes, when practicable.
- ☐ Signed and dated confirmation of quotes, as required, for all procurements exceeding $~~5~~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.)

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!

PROPOSED CHANGES TO:

• INFORMAL PURCHASES MODEL

CLEAN VERSION

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 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)
- ☐ 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 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, Tennessee service-disabled veteran owned, and small businesses
- ☐ 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.)

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!

PROPOSED CHANGES TO:

- **REQUEST FOR INFORMATION (RFI) MODEL**

REDLINE COMPARISON TO 9/25/13 VERSION

REQUEST FOR INFORMATION (RFI) MODEL

A RFI is a solicitation sent to a broad base of potential suppliers for the purpose of developing strategy, building a database, or preparing a Request for Proposals or a Request for Qualifications. This is distinguished from the event in Edison called an RFI. As the RFI is inherently for informational purposes, this model may be revised as appropriate to solicit the information needed from the vendor community. Please refer to Central Procurement Office Policy Number 2013-002 "Procurement Methods Policy and Procedures" for additional information.

Complete form fields and follow, replace, or otherwise address red instructional text (*e.g.*, State Agency Name) as indicated and with conforming font and color.

1. **Option: PRE-RESPONSE CONFERENCE**
   Add the following as RFI § 3.4. if a Pre-Response Conference would be beneficial to the State.

   3.4. A Pre-Response Conference will be held at the time and date detailed in the RFI § 4, Schedule of Events. Please contact the main point of contact, referenced in RFI § 3.2., to RSVP for the Pre-Response Conference. Your response is necessary to ensure that there is adequate space to accommodate overall attendance. The Conference will be held at:

   ADDRESS/LOCATION
   OTHER APPROPRIATE INFORMATION IF ANY

2. **Option: RFI SCHEDULE OF EVENTS**

   Modify RFI § 4, RFI Schedule of Events if it would be beneficial to the State to add additional events beyond the RFI Response Deadline such as a Pre-Response Conference, a Written Questions and Comments Deadline, and a State Response to Written Questions and Comments.

3. **Option: RESPONSE A PREREQUISITE**
   Replace RFI § 5.1. with the following if responding to this RFI is a condition for participating in a future solicitation event.

   5.1. Responding to this RFI is a prerequisite for responding to any future solicitations related to this project. Responses to this RFI will <u>not</u> create any contract rights and responses to this RFI will become property of the State.

4. **Option: TECHNICAL AND COST INFORMATIONAL FORMS**

   Revise the forms as necessary to solicit the market information needed. Potential topics to inquire about may include the following:

   - Key performance indicators
   - Potential problems/risks
   - Estimated time frames
   - Interest in responding to a future solicitation
   - Cost ranges
   - Pricing arrangements
   - Market information/capabilities
   - Any other important considerations
   - Comments

STATE OF TENNESSEE
[STATE AGENCY NAME]

REQUEST FOR INFORMATION
FOR
BRIEF GOODS OR SERVICES CAPTION

RFI # NUMBER
[RELEASE DATE]

1. STATEMENT OF PURPOSE:

The State of Tennessee, [STATE AGENCY NAME] issues this Request for Information ("RFI") for the purpose of [DESCRIPTION OF PURPOSE]. We appreciate your input and participation in this process.

2. BACKGROUND:

[INCLUDE PERTINENT BACKGROUND INFORMATION THAT MAY BE HELPFUL FOR RESOPNDERS. SUGGESTIONS INCLUDE: DESCRIPTION OF PROJECT GOALS/OBJECTIVES, SCOPE OF SERVICES/PRODUCTS SOUGHT, LOCATION, NEEDS AND OTHER STATE REQUIREMENTS.]

3. COMMUNICATIONS:

3.1. Please submit your response to this RFI to:
[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]
[STATE AGENCY NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

3.2. Please feel free to contact the [STATE AGENCY NAME] with any questions regarding this RFI. The main point of contact will be:
[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]
[STATE AGENCY NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

3.3. Please reference RFI # [NUMBER] with all communications to this RFI.

4. RFI SCHEDULE OF EVENTS:

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFI Issued		DATE
2.	RFI Response Deadline		≥ 10 BUSINESS DAYS LATER

5. GENERAL INFORMATION:

5.1. Please note that responding to this RFI is not a prerequisite for responding to any future solicitations related to this project and a response to this RFI will not create any contract rights. Responses to this RFI will become property of the State.

5.2. The information gathered during this RFI is part of an ongoing procurement. In order to prevent an unfair advantage among potential respondents, the RFI responses will not be available until after the completion of evaluation of any responses, proposals, or bids resulting from a Request for Qualifications, Request for Proposals, Invitation to Bid or other procurement method. In the event that the state chooses not to go further in the procurement process and responses are never evaluated, the responses to the procurement including the responses to the RFI, will be considered confidential by the State.

5.3. The State will not pay for any costs associated with responding to this RFI.

6. INFORMATIONAL FORMS:

The State is requesting the following information from all interested parties. Please fill out the following forms:

RFI #NUMBER TECHNICAL INFORMATIONAL FORM
1. RESPONDENT LEGAL ENTITY NAME:
2. RESPONDENT CONTACT PERSON: Name, Title: Address: Phone Number: Email:
3. BRIEF DESCRIPTION OF EXPERIENCE PROVIDING SIMILAR SCOPE OF SERVICES/PRODUCTS
4. FILL IN WITH REQUESTED INFORMATION AS NEEDED

COST INFORMATIONAL FORM
1. Describe what pricing units you typically utilize for similar services or goods (e.g., per hour, each, etc.:
2. Describe the typical price range for similar services or goods
3. FILL IN WITH REQUESTED INFORMATION AS NEEDED

ADDITIONAL CONSIDERATIONS
1. Please provide input on alternative approaches or additional things to consider that might benefit the State:

PROPOSED CHANGES TO:

• REQUEST FOR INFORMATION (RFI) MODEL

CLEAN VERSION

REQUEST FOR INFORMATION (RFI) MODEL

A RFI is a solicitation sent to a broad base of potential suppliers for the purpose of developing strategy, building a database, or preparing a Request for Proposals or a Request for Qualifications. This is distinguished from the event in Edison called an RFI. As the RFI is inherently for informational purposes, this model may be revised as appropriate to solicit the information needed from the vendor community. Please refer to Central Procurement Office Policy Number 2013-002 "Procurement Methods Policy and Procedures" for additional information.

Complete form fields and follow, replace, or otherwise address red instructional text (*e.g.*, State Agency Name) as indicated and with conforming font and color.

1. **Option: PRE-RESPONSE CONFERENCE**
   Add the following as RFI § 3.4. if a Pre-Response Conference would be beneficial to the State.

   3.4. A Pre-Response Conference will be held at the time and date detailed in the RFI § 4, Schedule of Events. Please contact the main point of contact, referenced in RFI § 3.2., to RSVP for the Pre-Response Conference. Your response is necessary to ensure that there is adequate space to accommodate overall attendance. The Conference will be held at:

   ADDRESS/LOCATION
   OTHER APPROPRIATE INFORMATION IF ANY

2. **Option: RFI SCHEDULE OF EVENTS**

   Modify RFI § 4, RFI Schedule of Events if it would be beneficial to the State to add additional events beyond the RFI Response Deadline such as a Pre-Response Conference, a Written Questions and Comments Deadline, and a State Response to Written Questions and Comments.

3. **Option: RESPONSE A PREREQUISITE**
   Replace RFI § 5.1. with the following if responding to this RFI is a condition for participating in a future solicitation event.

   5.1. Responding to this RFI is a prerequisite for responding to any future solicitations related to this project. Responses to this RFI will <u>not</u> create any contract rights and responses to this RFI will become property of the State.

4. **Option: TECHNICAL AND COST INFORMATIONAL FORMS**

   Revise the forms as necessary to solicit the market information needed. Potential topics to inquire about may include the following:

   - Key performance indicators
   - Potential problems/risks
   - Estimated time frames
   - Interest in responding to a future solicitation
   - Cost ranges
   - Pricing arrangements
   - Market information/capabilities
   - Any other important considerations
   - Comments

STATE OF TENNESSEE
[STATE AGENCY NAME]

REQUEST FOR INFORMATION
FOR
BRIEF GOODS OR SERVICES CAPTION

RFI # NUMBER
[RELEASE DATE]

1. STATEMENT OF PURPOSE:

The State of Tennessee, [STATE AGENCY NAME] issues this Request for Information ("RFI") for the purpose of [DESCRIPTION OF PURPOSE]. We appreciate your input and participation in this process.

2. BACKGROUND:

[INCLUDE PERTINENT BACKGROUND INFORMATION THAT MAY BE HELPFUL FOR RESOPNDERS. SUGGESTIONS INCLUDE: DESCRIPTION OF PROJECT GOALS/OBJECTIVES, SCOPE OF SERVICES/PRODUCTS SOUGHT, LOCATION, NEEDS AND OTHER STATE REQUIREMENTS.]

3. COMMUNICATIONS:

3.1. Please submit your response to this RFI to:
[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]
[STATE AGENCY NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

3.2. Please feel free to contact the [STATE AGENCY NAME] with any questions regarding this RFI. The main point of contact will be:
[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]
[STATE AGENCY NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

3.3. Please reference RFI # [NUMBER] with all communications to this RFI.

4. RFI SCHEDULE OF EVENTS:

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFI Issued		DATE
2.	RFI Response Deadline		≥ 10 BUSINESS DAYS LATER

5. GENERAL INFORMATION:

5.1. Please note that responding to this RFI is not a prerequisite for responding to any future solicitations related to this project and a response to this RFI will not create any contract rights. Responses to this RFI will become property of the State.

5.2. The information gathered during this RFI is part of an ongoing procurement. In order to prevent an unfair advantage among potential respondents, the RFI responses will not be available until after the completion of evaluation of any responses, proposals, or bids resulting from a Request for Qualifications, Request for Proposals, Invitation to Bid or other procurement method. In the event that the state chooses not to go further in the procurement process and responses are never evaluated, the responses to the procurement including the responses to the RFI, will be considered confidential by the State.

5.3. The State will not pay for any costs associated with responding to this RFI.

6. INFORMATIONAL FORMS:

The State is requesting the following information from all interested parties. Please fill out the following forms:

RFI #NUMBER TECHNICAL INFORMATIONAL FORM
1. RESPONDENT LEGAL ENTITY NAME:
2. RESPONDENT CONTACT PERSON: Name, Title: Address: Phone Number: Email:
3. BRIEF DESCRIPTION OF EXPERIENCE PROVIDING SIMILAR SCOPE OF SERVICES/PRODUCTS
4. FILL IN WITH REQUESTED INFORMATION AS NEEDED

COST INFORMATIONAL FORM
1. Describe what pricing units you typically utilize for similar services or goods (e.g., per hour, each, etc.:
2. Describe the typical price range for similar services or goods
3. FILL IN WITH REQUESTED INFORMATION AS NEEDED

ADDITIONAL CONSIDERATIONS
1. Please provide input on alternative approaches or additional things to consider that might benefit the State:

PROPOSED CHANGES TO:

- **RULE EXCEPTION REQUEST FORM (RER)**

REDLINE COMPARISON TO 9/19/13 VERSION

Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED	APPROVED
CHIEF PROCUREMENT OFFICER (Required for all Rule Exception Requests)	COMPTROLLER OF THE TREASURY (ONLY for applicable statutorily required approvals e.g., records, annual report, and audit or monitoring provisions)

Formatted: Centered

Formatted: Centered

Request Tracking #	
1. **Contract #**	
2. **Goods or Services Caption**	
3. **Contractor**	
4. **Contract Period** (with ALL options to extend exercised)	**months**
5. **Contract Maximum Liability** (with ALL options to extend exercised)	$
6. **Rule(s)** (for which the exception is requested)	☐ ~~Procurement Procedures Manual § 11~~ ~~requiring compliance with relevant template guidelines (only if required by oversight authorities)~~ ☐ ~~0690-03-01-.14(2)(c)~~ ~~prohibiting a contract term greater than sixty (60) months~~ ☐ ~~0690-03-01-.16(g)~~ ~~requiring contractor travel reimbursement in accordance with state travel regulations~~ ☐ ~~0690-03-01-.17(2)(d)~~ ~~requiring the prescribed Non-discrimination contract provision~~ ☐ ~~0690-03-01-.28~~ ~~prohibiting a contract with a former state employee within six (6) months of termination~~ ☐ ~~OTHER~~ ~~*(cite the relevant rule below)*~~
7. **Explanation of Rule Exception Requested**	
8. **Justification**	
Agency Head Signature and Date (contracting agency head or authorized signatory)	

PROPOSED CHANGES TO:

- **RULE EXCEPTION REQUEST FORM (RER)**

CLEAN VERSION

Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED	APPROVED
CHIEF PROCUREMENT OFFICER (Required for all Rule Exception Requests)	COMPTROLLER OF THE TREASURY (ONLY for applicable statutorily required approvals e.g., records, annual report, and audit or monitoring provisions)

Request Tracking #	
1. **Contract #**	
2. **Goods or Services Caption**	
3. **Contractor**	
4. **Contract Period** (with ALL options to extend exercised)	**months**
5. **Contract Maximum Liability** (with ALL options to extend exercised)	$
6. **Rule(s)** (for which the exception is requested)	
7. **Explanation of Rule Exception Requested**	
8. **Justification**	
Agency Head Signature and Date (contracting agency head or authorized signatory)	

PROPOSED CHANGES TO:

- **INTERAGENCY AGREEMENT (IA) MODEL**

REDLINE COMPARISON TO 9/19/13 VERSION

INTERAGENCY AGREEMENT (IA) MODEL

This model replaces and supersedes the ID and ID-NC Models and provides format and content for drafting an interagency agreement between TN state agencies. (This model is optional with respect to the University of Tennessee and Board of Regents colleges and universities). The use of this model is optional and serves as a guide. This model should ONLY be utilized between two (2) agencies of the State, where neither State Agency has the independent capacity to contract or sue or be sued and should NOT be used where the funding source is a grant. Questions regarding whether this form should be used should be directed to the Central Procurement Office. Please also refer to Department of Finance and Administration – Policy 18 "Interunit Journals" for additional information.

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.

SUMMARY COVER SHEET

Complete summary cover fields as indicated within the model and the following field directions. A summary cover sheet properly completed and in accordance with the model is required for every copy of the Interagency Agreement.

Agency Tracking #	a unique number comprised of: 5-digit business unit # + unique, 5-digit # example: 31707-12345
Funding	amounts by fiscal year & funding source and with row & column totals; the sum of the TOTAL Amount column (the grand total amount for all fiscal years & all sources of funding) MUST equal the agreement maximum liability

PREAMBLE

Add additional information only if necessary.

A. SCOPE OF SERVICES

Describe all of the duties of each party to the agreement. Draft the specification of goods or scope of services to clearly, specifically, and definitively detail State Agency duties, responsibilities, and associated performance requirements and describe, in detail, the service and deliverable requirements and all related specifications. The specification of goods or scope of services section should not include any payment terms.

It is the responsibility of the Procuring State Agency to adequately draft specifications of goods or a scope of services, and oversight examiners will rely on the contracting agency head's signature on the Interagency Agreement as certification and assurance that the proposed specification of goods or scope of services is clear and correct, adequate for all legal and enforcement purposes, and sufficiently detailed to ensure Contracting State Agency accountability and results.

Option: Incorporation of Additional Documents

A.#. Incorporation of Additional Documents. Each of the following documents is included as a part of this Interagency Agreement by reference or attachment. In the event of a discrepancy or ambiguity regarding the Contracting State Agency's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Interagency Agreement document with any attachments or exhibits (excluding the items listed at subsections below);

b. Add text as appropriate

B. AGREEMENT PERIOD

Draft the agreement with an appropriate, definitive, and complete term of agreement with a commencement date and a termination date. **Do NOT route an agreement for approval after the commencement date.**

Option: Term Extension

To reserve the right to extend the agreement period beyond the original period, change the designation of the paragraph under B. to B.1., and add the following section:

B.2. Term Extension. The Procuring State Agency reserves the right to extend this Agreement for an additional period or periods of time. If a term extension necessitates additional funding beyond that which was included in the original Agreement, an increase of the Procuring State Agency's maximum liability will also be effected through an amendment to this Interagency Agreement.

C. PAYMENT TERMS AND CONDITIONS

Revise Payment Terms and Conditions sections as needed.

Payment Methodology

The default payment methodology used in the model provides for unit, milestone & temporal rate payments.

Requirement: *Pro Rata* Payments

If temporal payment rates result in payment for service periods greater than an hour (*e.g.*, daily payment rates), add a new subsection (similar to the following example) that defines the payment period and provides for *pro rata* payments for completed periods of service less than the payment rate period.

d. A "day" shall be defined as a minimum of eight (8) hours of service. If the State Agency provides fewer than eight (8) hours of service in a standard twenty-four (24) hour day, the Contracting State Agency shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contracting State Agency shall not bill more than the daily rate even if the Contracting State Agency works more than eight hours in a day.

Option: Rate Escalation

Replace C.3.b. with the following if specific rate escalation during the term of agreement is appropriate.

b. The Contracting State Agency shall be compensated based upon the following payment rates:

(1) For service performed from Date, through Date, the following rates shall apply:

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

(2) For service performed from Date, through Date, the Contracting State Agency shall be compensated based upon the Contracting State Agency's actual cost of providing goods or services, subject to review and verification by the Procuring State Agency.

Repeat Previous Subsection for Each Subsequent Agreement Period

Option: Payment Upon Completion

Replace sections in the model with the following sections, respectively, if one, lump sum payment after completion of all work under the Agreement is appropriate.

C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed Written Dollar Amount ($Number). This amount shall constitute the entire compensation due the Contracting State Agency for all goods delivered and accepted or services completed and the Contracting State Agency obligations hereunder regardless of the difficulty, hours worked, or materials or equipment required. This Agreement amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contracting State Agency.

C.2. Compensation Firm. The maximum liability of the Procuring State Agency under this Agreement is firm for the duration of the term of this Agreement and is not subject to escalation for any reason unless amended.

C.3. Payment Methodology. Upon completion of the work described in section A of this Agreement, the Contracting State Agency shall be compensated Written Dollar Amount ($Number).

C.4.	Travel Compensation. The Contracting State Agency shall be compensated or reimbursed for the indirect costs it incurs, e.g., travel, meals, or lodging, related to providing goods or services to the Procuring State Agency under this Agreement.

Option: No Cost

C.1.	There shall be no cost to the Procuring State Agency for the performance of services under this Agreement.

D. STANDARD TERMS AND CONDITIONS

Add additional terms and conditions as needed and as recommended by the agencies' legal counsel.

INTERAGENCY AGREEMENT

(Interagency Agreement between state agencies– NOT including the University of Tennessee or Board of Regents colleges and universities)

Begin Date	End Date	Agency Tracking #	Edison ID

Contracting State Agency Name

Subrecipient or Vendor	CFDA #
☐ Subrecipient ☐ Vendor	

Service Caption

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
TOTAL:					

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☐ NO

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.

CPO USE - IA

Speed Chart (optional)	Account Code (optional)

v

INTERAGENCY AGREEMENT BETWEEN THE STATE OF TENNESSEE
PROCURING STATE AGENCY'S NAME & CONTRACTING STATE AGENCY'S NAME

This Interagency Agreement ("Agreement"), by and between the State of Tennessee, Procuring State Agency Name hereinafter referred to as the "Procuring State Agency" and Contracting State Agency, hereinafter referred to as the "Contracting State Agency," is for the provision of Scope of Service Caption, as further defined in the "Scope of Services."

A. SCOPE OF SERVICES:

A.1. The Contracting State Agency shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.

A.#. Specify the goods, services, deliverables, technical specifications, & delivery requirements that the Contracting State Agency must provide & meet (sufficient detail is required to ensure Contracting State Agency accountability & definitive results).

B. AGREEMENT PERIOD:

This Agreement is effective for the period commencing Date, and ending on Date. The Contracting State Agency hereby acknowledges and affirms that the Procuring State Agency shall have no obligation for goods or services rendered by the Contracting State Agency that were not delivered and accepted or performed within this specified Agreement period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed Written Dollar Amount ($Number). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4.shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services performed and all of the Contracting State Agency's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contracting State Agency.

C.2. Compensation Firm. The payment rates and the maximum liability of the Procuring State Agency under this Agreement are firm for the duration of the Agreement and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contracting State Agency shall be compensated based on the payment rates herein for goods delivered and accepted or for units of service authorized by the Procuring State Agency in a total amount not to exceed the Agreement Maximum Liability established in section C.1.

a. The Contracting State Agency's compensation shall be contingent upon the delivery and acceptance of goods that conform to specifications or the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contracting State Agency shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

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

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

C.4. Travel Compensation. Compensation to the Contracting State Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. Additional Travel Compensation Restriction(s)

The Contracting State Agency must provide a complete itemization of travel compensation requested in accordance with and attach documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

~~C.5. Payment of Invoice. A payment by the Procuring State Agency shall not prejudice the Procuring State Agency's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Procuring State Agency shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.~~

~~C.6. Invoice Reductions. The Contracting State Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made that are determined by the Procuring State Agency, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute proper remuneration for the delivery and acceptance of goods or the satisfactory completion of services.~~

~~C.7. Deductions. The Procuring State Agency reserves the right to deduct or set off from amounts, which are or shall become due and payable to the Contracting State Agency under this or any other agreement between the Contracting State Agency and the Procuring State Agency any amounts, which are or shall become due and payable to the Procuring State Agency, by the Contracting State Agency.~~

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Procuring State Agency and the Contracting State Agency are not bound by this Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Agreement as to form and legality.

D.2. Modification and Amendment. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Agreement.

D.3. Termination for Convenience. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the Procuring State Agency exercise the option of terminating this Agreement for convenience, the Contracting State Agency shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized

services completed as of the termination date. Should the Contracting State Agency exercise this provision, the Procuring State Agency shall have no liability to the Contracting State Agency except for those goods delivered and accepted or those units of service that were satisfactorily completed by the Contracting State Agency. The final decision as to the acceptability of goods or whether units of service were satisfactorily completed shall be determined by the Procuring State Agency in its sole discretion.

D.4. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Procuring State Agency reserves the right to terminate this Agreement upon written notice to the Contracting State Agency. Said termination shall not be deemed a breach of this Agreement by the Procuring State Agency. Upon receipt of the written notice, the Contracting State Agency shall cease all work associated with this Agreement. Should such an event occur, the Contracting State Agency shall be entitled to compensation for all satisfactory and goods delivered and accepted or authorized services completed as of the termination date. Upon such termination, the Contracting State Agency shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

~~D.5. Subcontracting. The Contracting State Agency shall not assign this Agreement or enter into a subcontract for any of the goods delivered or services performed under this Agreement without the prior written approval of the Procuring State Agency.~~

D.5~~6~~. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to this subject matter, including all the terms and conditions of the parties' agreement. There are no other prior or contemporaneous agreements that modify, supplement, or contradict any of the express terms of the agreement.

D.6~~7~~. Communications and Contacts. All instructions, notices, consents, demands, or other communications shall be made in writing and directed to the following designated contact persons:

The Procuring State Agency:
Procuring State Agency Contact Name & Title
Address
Email Address
Telephone # Number
FAX # Number

The Contracting State Agency:
Contracting State Agency Contact Name & Title
Address
Email Address
Telephone # Number
FAX # Number

IN WITNESS WHEREOF,

CONTRACTING STATE AGENCY'S SIGNATURE DATE

Formatted: Font: Not Bold

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

Approved as to Form and Legality:

DATE

PROCURING STATE AGENCY SIGNATURE DATE

Formatted: Font: Not Bold

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

Approved as to Form and Legality:

DATE

PROPOSED CHANGES TO:

- **INTERAGENCY AGREEMENT (IA) MODEL**

CLEAN VERSION

INTERAGENCY AGREEMENT (IA) MODEL

This model replaces and supersedes the ID and ID-NC Models and provides format and content for drafting an interagency agreement between TN state agencies. (This model is optional with respect to the University of Tennessee and Board of Regents colleges and universities). The use of this model is optional and serves as a guide. This model should ONLY be utilized between two (2) agencies of the State, where neither State Agency has the independent capacity to contract or sue or be sued and should NOT be used where the funding source is a grant. Questions regarding whether this form should be used should be directed to the Central Procurement Office. Please also refer to Department of Finance and Administration – Policy 18 "Interunit Journals" for additional information.

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.

SUMMARY COVER SHEET

Complete summary cover fields as indicated within the model and the following field directions. A summary cover sheet properly completed and in accordance with the model is required for every copy of the Interagency Agreement.

Agency Tracking #	a unique number comprised of: 5-digit business unit # + unique, 5-digit # example: 31707-12345
Funding	amounts by fiscal year & funding source and with row & column totals; the sum of the TOTAL Amount column (the grand total amount for all fiscal years & all sources of funding) MUST equal the agreement maximum liability

PREAMBLE

Add additional information only if necessary.

A. SCOPE OF SERVICES

Describe all of the duties of each party to the agreement. Draft the specification of goods or scope of services to clearly, specifically, and definitively detail State Agency duties, responsibilities, and associated performance requirements and describe, in detail, the service and deliverable requirements and all related specifications. The specification of goods or scope of services section should not include any payment terms.

> **It is the responsibility of the Procuring State Agency to adequately draft specifications of goods or a scope of services, and oversight examiners will rely on the contracting agency head's signature on the Interagency Agreement as certification and assurance that the proposed specification of goods or scope of services is clear and correct, adequate for all legal and enforcement purposes, and sufficiently detailed to ensure Contracting State Agency accountability and results.**

Option: Incorporation of Additional Documents

A.#. Incorporation of Additional Documents. Each of the following documents is included as a part of this Interagency Agreement by reference or attachment. In the event of a discrepancy or ambiguity regarding the Contracting State Agency's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Interagency Agreement document with any attachments or exhibits (excluding the items listed at subsections below);

b. Add text as appropriate

B. AGREEMENT PERIOD

Draft the agreement with an appropriate, definitive, and complete term of agreement with a commencement date and a termination date. **Do NOT route an agreement for approval after the commencement date.**

Option: Term Extension

To reserve the right to extend the agreement period beyond the original period, change the designation of the paragraph under B. to B.1., and add the following section:

B.2. Term Extension. The Procuring State Agency reserves the right to extend this Agreement for an additional period or periods of time. If a term extension necessitates additional funding beyond that which was included in the original Agreement, an increase of the Procuring State Agency's maximum liability will also be effected through an amendment to this Interagency Agreement.

C. PAYMENT TERMS AND CONDITIONS

Revise Payment Terms and Conditions sections as needed.

Payment Methodology

The default payment methodology used in the model provides for unit, milestone & temporal rate payments.

Requirement: *Pro Rata* Payments

If temporal payment rates result in payment for service periods greater than an hour (*e.g.*, daily payment rates), add a new subsection (similar to the following example) that defines the payment period and provides for *pro rata* payments for completed periods of service less than the payment rate period.

d. A "day" shall be defined as a minimum of eight (8) hours of service. If the State Agency provides fewer than eight (8) hours of service in a standard twenty-four (24) hour day, the Contracting State Agency shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contracting State Agency shall not bill more than the daily rate even if the Contracting State Agency works more than eight hours in a day.

Option: Rate Escalation

Replace C.3.b. with the following if specific rate escalation during the term of agreement is appropriate.

b. The Contracting State Agency shall be compensated based upon the following payment rates:

(1) For service performed from Date, through Date, the following rates shall apply:

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

(2) For service performed from Date, through Date, the Contracting State Agency shall be compensated based upon the Contracting State Agency's actual cost of providing goods or services, subject to review and verification by the Procuring State Agency.

Repeat Previous Subsection for Each Subsequent Agreement Period

Option: Payment Upon Completion

Replace sections in the model with the following sections, respectively, if one, lump sum payment after completion of all work under the Agreement is appropriate.

C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed Written Dollar Amount ($Number). This amount shall constitute the entire compensation due the Contracting State Agency for all goods delivered and accepted or services completed and the Contracting State Agency obligations hereunder regardless of the difficulty, hours worked, or materials or equipment required. This Agreement amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contracting State Agency.

C.2. Compensation Firm. The maximum liability of the Procuring State Agency under this Agreement is firm for the duration of the term of this Agreement and is not subject to escalation for any reason unless amended.

C.3. Payment Methodology. Upon completion of the work described in section A of this Agreement, the Contracting State Agency shall be compensated Written Dollar Amount ($Number).

C.4.	Travel Compensation. The Contracting State Agency shall be compensated or reimbursed for the indirect costs it incurs, e.g., travel, meals, or lodging, related to providing goods or services to the Procuring State Agency under this Agreement.

Option: No Cost

C.1.	There shall be no cost to the Procuring State Agency for the performance of services under this Agreement.

D. STANDARD TERMS AND CONDITIONS

Add additional terms and conditions as needed and as recommended by the agencies' legal counsel.

INTERAGENCY AGREEMENT

(Interagency Agreement between state agencies– NOT including the University of Tennessee or Board of Regents colleges and universities)

Begin Date	End Date	Agency Tracking #	Edison ID

Contracting State Agency Name

Subrecipient or Vendor	CFDA #
☐ Subrecipient ☐ Vendor	

Service Caption

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
TOTAL:					

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☐ NO

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.

CPO USE - IA

Speed Chart (optional)	Account Code (optional)

INTERAGENCY AGREEMENT BETWEEN THE STATE OF TENNESSEE
PROCURING STATE AGENCY'S NAME & CONTRACTING STATE AGENCY'S NAME

This Interagency Agreement ("Agreement"), by and between the State of Tennessee, Procuring State Agency Name hereinafter referred to as the "Procuring State Agency" and Contracting State Agency, hereinafter referred to as the "Contracting State Agency," is for the provision of Scope of Service Caption, as further defined in the "Scope of Services."

A. SCOPE OF SERVICES:

A.1. The Contracting State Agency shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.

A.#. Specify the goods, services, deliverables, technical specifications, & delivery requirements that the Contracting State Agency must provide & meet (sufficient detail is required to ensure Contracting State Agency accountability & definitive results).

B. AGREEMENT PERIOD:

This Agreement is effective for the period commencing Date, and ending on Date. The Contracting State Agency hereby acknowledges and affirms that the Procuring State Agency shall have no obligation for goods or services rendered by the Contracting State Agency that were not delivered and accepted or performed within this specified Agreement period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed Written Dollar Amount ($Number). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4.shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services performed and all of the Contracting State Agency's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contracting State Agency.

C.2. Compensation Firm. The payment rates and the maximum liability of the Procuring State Agency under this Agreement are firm for the duration of the Agreement and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contracting State Agency shall be compensated based on the payment rates herein for goods delivered and accepted or for units of service authorized by the Procuring State Agency in a total amount not to exceed the Agreement Maximum Liability established in section C.1.

a. The Contracting State Agency's compensation shall be contingent upon the delivery and acceptance of goods that conform to specifications or the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contracting State Agency shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

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

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

C.4. Travel Compensation. Compensation to the Contracting State Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. Additional Travel Compensation Restriction(s)

The Contracting State Agency must provide a complete itemization of travel compensation requested in accordance with and attach documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Procuring State Agency and the Contracting State Agency are not bound by this Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Agreement as to form and legality.

D.2. Modification and Amendment. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Agreement.

D.3. Termination for Convenience. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the Procuring State Agency exercise the option of terminating this Agreement for convenience, the Contracting State Agency shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized services completed as of the termination date. Should the Contracting State Agency exercise this provision, the Procuring State Agency shall have no liability to the Contracting State Agency except for those goods delivered and accepted or those units of service that were satisfactorily completed by the Contracting State Agency. The final decision as to the acceptability of goods or whether units of service were satisfactorily completed shall be determined by the Procuring State Agency in its sole discretion.

D.4. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Procuring State Agency reserves the right to terminate this Agreement upon written notice to the Contracting State Agency. Said termination shall not be deemed a breach of this Agreement by the Procuring State Agency. Upon receipt of the written notice, the Contracting State Agency shall cease all work associated with this Agreement. Should such an event occur, the Contracting State Agency shall be entitled to compensation for all satisfactory and goods delivered and accepted or authorized services completed as of the termination date. Upon such termination, the Contracting State Agency shall have no

right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.5. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to this subject matter, including all the terms and conditions of the parties' agreement. There are no other prior or contemporaneous agreements that modify, supplement, or contradict any of the express terms of the agreement.

D.6. Communications and Contacts. All instructions, notices, consents, demands, or other communications shall be made in writing and directed to the following designated contact persons:

The Procuring State Agency:
Procuring State Agency Contact Name & Title
Address
Email Address
Telephone # Number
FAX # Number

The Contracting State Agency:
Contracting State Agency Contact Name & Title
Address
Email Address
Telephone # Number
FAX # Number

IN WITNESS WHEREOF,

CONTRACTING STATE AGENCY'S SIGNATURE DATE

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

Approved as to Form and Legality:

DATE

PROCURING STATE AGENCY SIGNATURE DATE

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

Approved as to Form and Legality:

DATE

PROPOSED CHANGES TO:

SECTION 11 OF THE *PROCUREMENT PROCEDURES MANUAL OF THE CENTRAL PROCUREMENT OFFICE*

REDLINE VERSION

11. Templates and Models.

Procurement professionals should utilize applicable templates and models when drafting procurement documents generated outside of the *Edison* system. When applicable, the templates must be utilized and deviations from such ~~may~~ shall require an approved Rule Exception Request by oversight examiners. When a Rule Exception Request is not applicable, an explanation for the deviation shall be provided by the agency head. ~~by oversight examiners.~~ The models are intended to be used as helpful guides or minimum standards that may be modified as needed. All documents are available on the State Intranet website http://tn.gov/generalserv/cpo/sourcing//model.html. Procurement professionals should refer to the intranet site frequently to ensure that the most up-to-date template is being utilized and submitted for requisite approvals.

The Intranet website, models, and templates cited herein are incorporated by reference into this Procurement Procedures Manual as though set forth verbatim herein, and the below listing of available templates and models are for informational purposes only. Links to these templates and models are set forth below. Each of these templates and models is self-explanatory. All questions regarding use of these templates and models should be directed to Central Procurement Office staff. Any and all changes or modifications thereto are subject to review and recommendation by the Advisory Council and approval by the Procurement Commission.

PROPOSED CHANGES TO:

SECTION 11 OF THE *PROCUREMENT PROCEDURES MANUAL OF THE CENTRAL PROCUREMENT OFFICE*

CLEAN VERSION

11. Templates and Models.

Procurement professionals should utilize applicable templates and models when drafting procurement documents generated outside of the *Edison* system. When applicable, the templates must be utilized and deviations from such shall require an approved Rule Exception Request by oversight examiners. When a Rule Exception Request is not applicable, an explanation for the deviation shall be provided by the agency head. The models are intended to be used as helpful guides or minimum standards that may be modified as needed. All documents are available on the State Intranet website http://tn.gov/generalserv/cpo/sourcing//model.html. Procurement professionals should refer to the intranet site frequently to ensure that the most up-to-date template is being utilized and submitted for requisite approvals.

The Intranet website, models, and templates cited herein are incorporated by reference into this Procurement Procedures Manual as though set forth verbatim herein, and the below listing of available templates and models are for informational purposes only. Links to these templates and models are set forth below. Each of these templates and models is self-explanatory. All questions regarding use of these templates and models should be directed to Central Procurement Office staff. Any and all changes or modifications thereto are subject to review and recommendation by the Advisory Council and approval by the Procurement Commission.