



STATE OF TENNESSEE
Central Procurement Office

**INVITATION TO BID # 32110-13380
AMENDMENT # 1
FOR LEGAL RESEARCH SERVICES**

DATE: August 9, 2024

ITB #32110-13380, A CONTINUATION TO RFI #32110-13341 IS AMENDED AS FOLLOWS:

1. State responses to questions and comments in the table below amend and clarify this ITB.

Any restatement of ITB text in the Question/Comment column shall NOT be construed as a change in the actual wording of the ITB document.

QUESTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
1		One of the event questions in the Edison Supplier Portal indicates: "The purpose of this Invitation to Bid is to establish a source or sources of supply for all Tennessee State Agencies and Authorized Users." Will the resulting statewide contract (SWC) be mandatory or optional for State agencies who wish to purchase products and services on the SWC? In other words, are State agencies required to use the SWC to purchase the products/services, or may the agencies conduct their own separate procurements for the same products/services?	<p>Yes, this is a mandatory statewide contract that all State Agencies must utilize. Use of Statewide Contracts to the fullest extent practicable is required by the CPO although limited exceptions for off Statewide Contract purchases may be approved depending on the facts and circumstances.</p> <p>For other Authorized Users (i.e., local governments, higher education, etc. as that term is defined in Terms and Conditions § 8.3, use of the Statewide Contract is optional.</p>
2		One of the Edison Supplier Portal's requests is: "Please attach all catalog/worksheets WITH PRICING REDACTED on any and all services provided by the respondent as outlined in the specifications." Do we assume correctly that finalized SWC pricing will be public information? Please elaborate on the need for redacted pricing and whether it's optional.	Yes, upon completion of response evaluations, this information will be public in accordance with Tenn. Code Ann. § 10-7-504. The State is requiring the Respondents to attach all catalogs/worksheets with pricing redacted on any and all services provided in order to evaluate and determine what products/services are within the scope. without pricing involved as a determining factor.

QUESTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
3	Page 1	ITB Section 1.1 (under Background Information) on page 1, second sentence, includes inconsistent numbers and figures on estimated purchase amounts: "The State estimates the purchases during the term shall be seventeen million dollars (\$13,000,000) ("Estimated Liability"), or three million, four hundred thousand dollars (\$2,600,000) per year of the contract." Please clarify these.	This was a clerical error that was resolved. Please see revised Terms and Conditions Section 1.1.
4	Page 11	ITB Section 5 (Term of Contract) on page 11 allows for three base years and two additional renewal years. Is the State willing to amend this section to allow the SWC to last longer, e.g., up to 10 years?	The State is not open to modifying this language.
5	Page 12	ITB Section 6.4 (Invoice Requirements) on page 12 requests Edison supplier ID numbers on invoices. If the supplier ID number is included in the State's purchase order number, we can comply with this request. If the supplier ID would not be included in the purchase order, then please delete this subsection.	Yes, the Purchase Order issued by State Agencies should include the Supplier ID number. If this information is not included for an Authorized User, the Authorized User and Contractor may need to come up with a mutually agreeable option that works for the Authorized Users procurement procedures.
6	Page 4	We must provide the State our product licensing terms for consideration and inclusion in the final contract. This is allowable pursuant to the draft Specifications document's Section 2.2 (Master Service Agreements and Product Order Forms) on page 4. For the future ITB event, may we upload these documents in the Edison Supplier Portal, in response to the following request? "Attach proposed documents for the State to consider such as product and service order forms. All Tennessee terms supersede. CPO will only consider documents that are legally required and has the right to reject any submitted documents. All order forms shall comply with the States' Specifications and Terms & Conditions."	Yes, in order for this to be considered by the State, this must be included as part of your initial response for review.

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7	Pages 5-6	<p>The Specifications document's Section 2.3 (Product and Service Requirements) on pages 5 to 6 list products and services the State desires for the SWC. To fulfill requirements, we will request two separate and distinct contracts with the State. One contract will be for legal research solutions. The second contract will be under the name of a separate affiliate company for investigative (public records) research solutions. Each company is a separate legal entity that has its own federal tax ID and legal, sales and billing departments. Each company requires different licensing terms for its solutions and provides its own invoices through different billing systems. Pursuant to internal company policies and restrictions, we are unable to combine all services under one contract. This is consistent with the two SWCs our companies currently have in place. For the ITB response, please confirm that we may propose two separately submitted bids, one on behalf of each company.</p>	<p>Entities with unique Federal Tax IDs must submit separate, individual bid responses.</p>
8		<p>For CPO's consideration, we recommend the ITB include a question and answer period with a deadline by which new questions are due. This will allow respondents to submit new questions that may arise pursuant to CPO's answers to RFI questions. Will the state allow a Q&A period during the ITB event?</p>	<p>As the State has already extended the RFI deadline, the State has chosen not to include an additional questions and comments period during the ITB event.</p>

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9	Pages 3 and 5	<p>Our company would like to suggest changes to various legal conditions throughout the solicitation. We submit these in case CPO prefers to consider suggested legal changes during this RFI event. However, we would rather include suggested changes as part of the ITB response due tentatively in July. Please confirm if CPO will permit this approach instead. This would allow open discussions between parties' legal representatives to clarify any potential misunderstandings. Multiple provisions within the draft ITB seem to permit this:</p> <ul style="list-style-type: none"> · ITB Section 3.5 (Clarifications) on page 3: "The State reserves the right to conduct clarifications or negotiations with one or more respondents." · ITB Section 3.12 (Exceptions or New Terms or Conditions) on page 5: "Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, in the discretion of the State, render the response nonresponsive." I.e., the State has discretion to consider exceptions." 	<p>The State has responded to any requests to modify the terms and conditions submitted during the Questions and Comments period of the RFI.</p> <p>Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, in the discretion of the State, render the response nonresponsive per Section 3.12. of the Terms and Conditions.</p>
10	Page 15	<p>ITB Section 7.8 on page 15 allows termination for convenience. We respectfully request deletion of this provision. A requirement for a termination-for-convenience clause will impact pricing for Authorized Users. If the State cannot make requested changes at this time, please reserve this issue for negotiations.</p>	<p>The State is not open to removing this language. However, the State has modified the notification period from thirty (30) days to ninety (90) days as indicated in the revised Section 7.8. of the Terms and Conditions.</p>

QUESTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
11	Page 15	<p>Please modify ITB Section 7.10 (Assignment and Subcontracting) on page 15, first sentence, as follows: "The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State and consent to assign will not be unreasonably conditioned, delayed or withheld." If a request to assign to a successor in interest who is in good standing (i.e., able to perform financially and otherwise, meets all security standards and accepts all terms and conditions of the contract), then we hope an assignment would be approved. If the State cannot make requested changes at this time, please reserve this issue for negotiations.</p>	<p>The State has chosen to accept this change. See the revised Section 7.10. of the Terms and Conditions. Please note that suppliers can only subcontract or assign to entities that are authorized to do business in the State of Tennessee.</p>
12	Page 18	<p>"The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all third-party claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.</p> <p>In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the</p>	<p>The State has chosen to accept part of the changes requested. Please see the revised Section 7.23. of the Terms and Conditions.</p>

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		<p>State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.</p> <p>In addition and to the extent authorized by State law: (a) for any indemnity claim or cause of action (Indemnity Claim), Contractor will be given the right to control the investigation, defense or settlement of any Indemnity Claim; and (b) the State, at the expense of Contractor, will reasonably cooperate with the foregoing. Under no circumstances will Contractor settle any Indemnity Claim without the prior written consent of the State, unless the settlement is a full release of the State without any admissions, fees, or actions by the State whatsoever.</p> <p>If the State cannot make requested changes at this time, please reserve this issue for negotiations.</p>	
13	Page 29	<p>ITB Section 8.13(a) (Minimum Requirements) on page 29 requires compliance with the State's Enterprise Information Security Policies as amended periodically. We do not measure compliance with the State's standards. Instead, our security framework is based on other industry standards. In addition, we are unable to certify now whether we would comply with future changes pursuant to future state amendments. Please change this section to read, "The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies amended periodically as applicable including compensating controls." The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html." If the State cannot make requested changes at this time, please reserve this issue for negotiations."</p>	<p>The State has chosen to accept this change. Please see the revised Section 8.13(a). of the Terms and Conditions.</p>

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14	Pages 29-30	<p>Please modify ITB Section 8.14 (Personally Identifiable Information) on pages 29 to 30 as follows:</p> <ul style="list-style-type: none"> • First paragraph, last sentence: "Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII except as may be required to be maintained for legal, regulatory or accounting purposes." If the State cannot make requested changes at this time, please reserve this issue for negotiations. • Second paragraph: "The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of State-provided PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) seventy-two (72) hours after the Unauthorized Disclosure has come to the attention of and is confirmed by the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law." If the State cannot make requested changes at this time, please reserve this issue for negotiations." 	<p>The State has chosen to accept part of the changes requested. Please see the revised version of Term and Conditions Section 8.14.</p>

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15	Page 28	<p>At the end of ITB Section 8.8 (Intellectual Property Indemnity) on page 28, please add the following verbiage: "In addition and to the extent authorized by TN law: (a) for any infringement claim or cause of action (Infringement Claim), Contractor will be given the right to control the investigation, defense or settlement of any Infringement Claim; and (b) the State, at the expense of Contractor, will reasonably cooperate with the foregoing. Under no circumstances will Contractor settle any Infringement Claim without the prior written consent of the State, unless the settlement is a full release of the State without any admissions, fees, or actions by the State whatsoever." If the State cannot make requested changes at this time, please reserve this issue for negotiations.</p>	<p>The State is not open to modifying this language.</p>
16	Page 30	<p>At the end of ITB Section 8.15 (State Ownership of Goods) on page 30, please add the following verbiage: "For purposes of clarification, goods shall not mean or refer to any Contractor intellectual property, technology or data derived from its public records database (Contractor IP) regardless of whether Contractor IP is embedded in any Deliverable or materials provided to the State in performance of this Contract. Contractor shall retain all right, title and interest in all Contractor IP. State shall be entitled to use Contractor IP in accordance with Contractor's License Agreement, this Contract and applicable law." If the State cannot make requested changes at this time, please reserve this issue for negotiations.</p>	<p>The State has agreed to remove this Term.</p>

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17	Page 6	<p>The Specifications document's Section 2.6 (US-Based Resources) on page 6 requires onshore U.S.-based resources only. Please either delete this requirement or revise the section to read: "The Contractor shall provide resources that are primarily US-based (onshore) only (includes personnel)." Our company does not comply with the section as written because select support functions such as password resets and technical troubleshooting may be handled by our call-center staff outside the United States in the Philippines, particularly after normal business hours. The limited offshoring augments U.S.-based technical and customer support functions, helps us provide quick and efficient support to clients worldwide, and allows us to pass savings along to the State and other end users in the public and private sectors. If the State cannot make requested changes at this time, please reserve this issue for negotiations.</p>	<p>The State cannot agree to this change at this time. Please note that any exceptions to this section are highly scrutinized.</p>
18	Page 1	<p>Section 1.1 of the ITB Terms and Conditions estimates the value of the contracts to be made under the resulting master contract contemplated under this RFI. However, the numbered dollar values and the written dollar values are incongruent. Can the State please clarify the dollar value of the estimated purchases?</p>	<p>This was a clerical error that was resolved. Please see revised Terms and Conditions § 1.1. Please see the response to Question 3 above.</p>
19	Page 4	<p>Section 3.10 of the ITB Terms and Conditions indicates that "All goods identified in the response must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of response opening." However, given that technology evolves significantly from year to year, we anticipate enhancements to our proposed product offerings over the next 3-5 years. Can the State please confirm this Respondent's assumption that it will allow for customers to purchase</p>	<p>"Contractor shall not make any substitutions for awarded items without the State's prior, written approval."</p> <p>See Terms and Conditions § 7.1 - Substitute Items Offered by the Contractor for further details.</p>

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		subsequent advancements of current products during the life of the master contract?	
20	Page 17	This respondent is providing online legal research and solution products pursuant to this solicitation. The flow of information and/or data is from this respondent to the end-user. The State shall not provide nor will this respondent receive any patient protected information covered by the Patient Protection and Affordable Care Act ("PPACA") in performance of this contract. To avoid confusion regarding the responsibilities and obligations of the parties under this contract, would the State consider deleting this section in its entirety?	The State is not open to modifying this language.
21	Page 29	This respondent is providing online legal research and solution products pursuant to this solicitation. The flow of information and/or data is from this respondent to the end-user. The State shall not provide and this respondent will not require PPI subject to the Gramm-Leach Bliley Act of 1999 to perform and deliver under an awarded contract. To avoid confusion regarding the responsibilities and obligations of the parties under this contract, would the State consider deleting this section in its entirety?	The State is not open to removing this language. Please see the changes to Terms and Conditions Section 8.14. and the response to Question 14 above.
22	Page 30	There is not an exchange of ownership as this respondent's services are not a work for hire. To avoid confusion regarding the responsibilities and obligations of the parties under this contract, would the State consider deleting this section in its entirety?	The State has agreed to remove this Term. Please see the response to Question 16 above.
23	Page 30	Section 8.17 of the ITB Terms and Conditions indicates that "The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract." In order for authorized users of the master contract to continue performing their jobs at the highest level possible, can the	Agreements under this contract cannot exceed the final end date (10/29/2029), assuming both end dates are executed. If the State decides not the execute a renewal option, all agreements under this contract shall expire when this contract expires.

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		State please confirm this Respondent's understanding that active contracts will be allowed to persist past the expiration date of the master contract?	

2. **Delete RFI #32110-13341, in its entirety and replace it with ITB #32110-13380 attached to this amendment.** Revisions of the original ITB documents, Specifications, and Terms and Conditions are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**

3. **ITB Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this ITB not expressly amended herein shall remain in full force and effect.