



STATE OF TENNESSEE
TENNESSEE EMERGENCY MANAGEMENT AGENCY

**REQUEST FOR PROPOSALS # 34101-90210
AMENDMENT TWO
FOR Learning Management System (LMS)**

DATE: March 21, 2024

RFP # 34101-90210 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 13, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	February 22, 2024
3. Pre-response Conference	10:00 a. m.	February 23, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 26, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 29, 2024
6. State Response to Written "Questions & Comments"		March 21, 2024
7. Response Deadline	2:00 p.m.	March 28, 2024
8. State Schedule Respondent Oral Presentations		April 3, 2024
9. Respondent Oral Presentations (Virtual)	8:30 a.m. - 4:00 p.m.	April 11 - 12, 2024
10. State Completion of Technical Response Evaluations		April 15, 2024
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	April 16, 2024
12. Negotiations (Optional)	2:00 p.m.	April 17 - 18, 2024
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	April 22, 2024
14. End of Open File Period		April 29, 2024
15. State sends contract to Contractor for signature		April 30, 2024
16. Contractor Signature Deadline	2:00 p.m.	May 3, 2024

2. State responses to questions and comments in the table below amend and clarify this RFP.

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

Question	RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
1		Please confirm whether or not you require historical data.	No historical data transfer is required. The Student Transcripts will be given to the students to upload once they create a user account.
2		Is the total budget for implementation and 10,000 users \$300,00 for the entire duration of the contract?	See revised language in RFP Release 2, Section 1.1.2.
3		Can you provide an example of third-party branding?	https://www.teamtn.gov/graphicidentity/gi/web/3rd-party-branding-standards.html
4	RFP Section C – Technical Qualifications	In section C.30 related to e-commerce, please define what is meant by fee collection.	We do not need a mechanism to collect fees. We regular host events for our employees, partners, and stakeholders and we need to be able to capture the data for these events, i.e., registration. See revision in RFP Release 2.
5	Proforma	<p>Will our bid be disqualified if we are unable to accept these sections as written within your Terms and Conditions (redlines attached for each section):</p> <p>Section C.7 - Invoice Reductions: Contractor cannot accept this section.</p> <p>Section C.8 - Deductions - Contractor cannot accept this section, especially as it pertains to other contracts.</p> <p>Section D.7 - Assignment: approval from the State should not be required when Contractor wishes to assign the contract to a subsidiary or affiliate.</p> <p>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, except that the Contractor may assign this Contract to a subsidiary or affiliate without prior written consent from the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.</p>	<p>The State will not agree to remove these sections. See also Section 5.3.5. of the RFP</p> <p>The State will not remove this section. The State will not remove this section, this term is only for this Contract.</p> <p>Please refer to question #37.</p>
6	Proforma Section A.4 (m)	Regarding the requirement outlined in paragraph (m) in section A.4 of the Contract –	If a student has not completed prerequisites for the course that are required, the student cannot be allowed

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		<i>"The learning management system shall allow administrators to waitlist learners based on profile information, i.e., preferential seating to in-state learners over out-of-state learners with the administrator's ability to view and add learners to the class roster once seating becomes available."</i> – could the State provide additional information about the criteria that will be used to prioritize learners in a waitlist? Will the criteria be solely demographic fields, or could they also include prior completions of prerequisite or associated courses?	to register for the course. Out of state students can register for a course up to 30 days before the course starts. If the course is full at the 30-day mark, out of state students will be placed on a waitlist. This is due to getting funding approval for travel and lodging.
7		Will TEMA provide a script and/or use case for the Oral Presentations? If not, should we plan to base our presentation off of Section D – Oral Presentations?	Oral Presentations will be based on RFP Attachment 6.2. - Section D Oral Presentations.
8	RFP Attachment 6.2 Item C.27	Could the State provide additional information about the criteria that will be used to determine if a learner is or is not eligible for registration? Will these criteria be global or limited to certain courses only, and should these holds be applied automatically across all courses or limited only to a specific subset of courses and learners, if necessary?	Each course has its own set of prerequisites to attend that course. Not all courses will have prerequisites. Please see the example below: SAR101: No prerequisites. L0960: · IS-100 Introduction to the Incident Command System (ICS), ICS 100 · IS-200 Basic Incident Command System for Initial Response, ICS 200 · E/L/G 0300 Intermediate Incident Command System for Expanding Incidents, ICS 300 · E/L/G 0400 Advanced Incident Command System for Complex Incidents, ICS 400 · IS-700 An Introduction to the National Incident Management System (NIMS) · IS-800 National Response Framework (NRF), An Introduction Once the courses are entered into the LMS the prerequisites will be assigned for each course.
9	Proforma Section A.4 General	Will the State contemplate systems that allow users to meet the business outcomes listed in this Section through alternative pathways, or should Proponents consider the specifications listed in this section as prescriptive, must-have requirements for a potential LMS deployment at TEMA?	We will not accept proposed solutions that create linkages across different products and platforms that provide an appearance of sum-total capability we are asking for. All proposed solutions are to be self-contained in one platform so that there are not third-party dependencies built within the solution that complicates functionality and overall administrative responsibilities based on non-alignment and non-coordination of these outside services to the terms of this contract.

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10	Proforma Section A.4.(c)	Would a Proponent's existing online knowledge base and support structure satisfy this requirement? We note that these resources are designed to serve the needs of hundreds or potentially thousands of clients, meaning that our ability to perform changes to these resources in response to anything other than product updates and/or fixes may be limited.	Yes, if the proponents existing online knowledge base covers all of the requested support structure.
11	Proforma Section A.4.(e)	Are systems that can import and export transcript record information in CSV format acceptable to the State? Would a process recommendation be acceptable to meet the State's "backlogging" capability as outlined in this item?	There will be no backlogging of transcript records. When a user creates their account, they will upload their student transcript into the system.
13	Proforma Section A.4.(f)	LMS systems typically operate as standalone systems and generally do not assign unique, agency-wide identifiers to users as they engage in training with our platform. Would a system that provides the State the capability to assign (not create) a TEMA ID to users as their username, either manually or potentially automatically be acceptable?	No, capability must be that the system designates and assigns a primary key to each participant in the system that is unique and also consistent in form.
14	Proforma Section A.4.(n)	The State references 'fee collection' as part of this requirement. Could the State please identify the payment gateway or processor in use at the Agency?	No fee collection will be utilized for the LMS. TEMA regularly hosts events requiring registration tracking and certification upon completion of these events.
15		Is TEMA currently using any LMS?	No, we are using a Training Management System.
16		Is there any historical data or contents that needs to be migrated to the proposed LMS system? If yes, then can you please share the data size.	No historical data will be transferred.
17		How is event booking currently being handled and how is payment collection handled?	Event booking is done the same way our course registrations is completed. Participants submit an application form and are placed on a spreadsheet for registration tracking. No payment collection is conducted.
18		For payment collection regarding the event booking, is there any preference of a particular payment gateway?	No payments will be collected for events.
19		Are there any 3rd party systems that need to be integrated with the LMS apart from MS Teams/ Sharepoint?	We will not accept proposed solutions that create linkages across different products and platforms that provide an appearance of sum-total capability we are asking for. All proposed solutions are to be self-contained in one platform so that there are not third-party dependencies built within the solution that complicates functionality and overall administrative responsibilities based on non-alignment and non-coordination of these outside services to the terms of this contract.
20		As you have asked for self-enrolment to classes/ events and fee payment, should we consider the LMS must facilitate the Course selling feature too	No fees will be collected. We want to use the LMS to schedule these events the same way we schedule courses.

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		including Events? What are the enrollment mechanisms that TEMA is looking for user enrollment?	The TEMA Administrators will add the event and the LMS will send out AD-HOC messaging stating the event is available for registration.
21		Are you looking to capture the users attendance in the LMS, or TEMA has its own Attendance Management System that needs to be integrated with LMS?	Yes, we want the LMS to capture student attendance for courses and events. TEMA does not have an Attendance Management System that needs to be integrated with the LMS.
22	RFP, page 29 Section C.9	Regarding third-party content, can you please let us know about this third party content system and their content types.	Third-party content includes transcripts and certificates from our partner agencies. Their logos will be on these items.
23	RFP, page number 45 under section e	The paragraph talks about third-party branding. Can you please help us in understanding this third-party branding in detail?	This refers to our course material and course certificates. Some of which have branding from our partner organizations such as the Tennessee Fire and Codes Academy and the Federal Emergency Management Agency. Their agency logos will be branded on some of the above-mentioned material that is uploaded into the LMS.
24		Does the Go Live date of 07 June 2024 as mentioned within the RFP, include the complete users on-boarding and with migrated data?	No, the Go live date of 07 June 2024 marks the end of the testing phase of the software and the beginning of the implementation phase. The implementation phase will be when users begin to create their profiles and upload their transcripts.
25.		Regarding the requirement for a Production Ready System and SaaS solution, could you please clarify the specific aspects of minimal customization and general configuration expected? Additionally, can you provide more details on the branding requirements, particularly regarding TEMA branding?	The minimal customization and configuration expected includes adding TEMA branding to the software interface and ensuring that the LMS is intuitive and easy to navigate while addressing any bugs that would degrade the ability to implement the product. https://www.teamtn.gov/graphicidentity/gi/web/3rd-party-branding-standards.html
26.	STS	For the password reset functionality, could you elaborate on the desired user experience and security measures? Are there any specific protocols or standards we need to adhere to in implementing this feature?	The State's standard is below: 8-12 characters 1 uppercase (min) 1 lowercase (min) 1 special character (min) 1 numeral (min)
27..		Regarding the scalability requirement for capturing and storing Training Data, can you provide insights into the anticipated volume and types of data to be handled? Are there any specific performance	Training data includes student applications, course attendance lists, test scores, course certificates, completed courses, completed

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		benchmarks or retention policies we should consider?	<p>exercises, completed training events (seminars, etc.), # of students who passed and failed a course. All records will be kept for the duration of the contract.</p> <p>See RFP Release 2 for new Pro Forma contract Section A.2.i...</p>
28.		To ensure alignment with the State's requirements and project schedule, could you provide further clarity on the critical milestones and deliverables? Are there any dependencies or constraints that we should be aware of?	<p>Milestone 1: Vendor will provide a mutually agreed upon Product Delivery Schedule (10 days of the Effective Contract Date)</p> <p>Milestone 2: (Go Live Phase) - Configuration, Set-up, and Testing of the LMS.</p> <p>Milestone 3: Implementation Phase – TEMA will begin training its staff on the utilization of the LMS.</p> <p>Milestone 4: Support phase – TEMA will work with the vendors contract support team to maintain the LMS.</p> <p>Please reference Section A.3.d and A.3.e of the Contract.</p> <p>Initial payment will not be made until an agreed upon service is provided to the state.</p>
30.		Concerning mobile enablement and device scalability, could you specify the target platforms (e.g., iOS, Android) and devices? Are there any specific accessibility or usability requirements we need to consider for different device types?	iOS and Android devices. Users need to have ability to access the LMS on their mobile device with limited connectivity.
31.		Regarding the requirement for capturing and retaining training event records, could you please clarify the specific types of testing results, attendance data, and certificates that need to be recorded? Additionally, are there any specific retention periods or compliance standards we need to adhere to for storing this data?	<p>Testing results include overall scores and answers missed for each student (roughly 10 – 30 students per course).</p> <p>Attendance data: Who showed up for the course and who took the test.</p> <p>Certificates: Who took the test and passed the course.</p> <p>All training records will be kept and maintained for the duration of the contract.</p> <p>State Data is to be housed, processed, and maintained in accordance with pro forma contract sections E.4. and E.11.</p>
32.		For the learner interface functionality, could you provide more details on the desired user experience for self-registration, transcript access, and certificate printing/exporting? Are there any specific features or usability requirements we should consider for enhancing user convenience?	We are seeking an intuitive and streamlined software that allows our users to easily navigate the products. The software should allow each user to navigate these functions via the user dashboards. The software must give students the ability to access a Training Calendar to see all available courses

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			and provide the function to account for registering for those courses.
33.		Concerning the incorporation of third-party and TEMA-authored content, could you specify the formats and sources of such content? Are there any licensing or intellectual property considerations we need to address when integrating this content into the platform?	There are no licensing or intellectual property considerations needed. The format for these documents includes CSV, PDF, and TTX.
34.		Concerning security, we assume that all Multi-Factor Authentication (MFA) capabilities will be provided by the TEMA. Our platform would provide Single Sign On capabilities to your identity trust.	TEMA will not provide MFA for the LMS. This is a requirement for the LMS to provide.
35.		Are there any auto provisioning requirements for onboarding and offboarding personnel and instructors? Is bulk load (CV) and manual provisioning only required?	This system will not be auto connected with any kind of auto-feed to any other enterprise-type data source.
36.	RFP Section 3.2 Response Delivery	Do vendors have the option to choose either an electronic submission (by email) or a paper submission, or does the State require that vendors submit their responses using both methods? Please clarify.	Only one method is required. This is up to the vendor.
37.	RFP Section 4.4.1. Assignment & Subcontracting	The Contractor exists in a very dynamic business environment where mergers and acquisitions are common. Will the State amend Section 4.4.1 to provide that approval for assignments "shall not be unreasonably delayed or withheld."?	No, the State declines to make this revision.
38.	RFP ATTACHMENT 6.4, Reference Questionnaire	Contractor considers its reference information to be confidential commercial information that, if released, will cause harm to the Contractor's business. Will the State maintain the confidentiality of reference information and exempt it from disclosure if a public records request is made?	No. Refer to RFP Section 4.8 Disclosure of Respond Contents
39.	RFP Standard Contract Terms and Conditions, Section A.5.b User Profiles	99.9% uptime is not necessary to the services being provided. Will the State reduce the uptime requirement to 99.5%.	Yes, the state will reduce the uptime to 99.5%. See RFP Release 2 for revision to Pro Forma contract Section A.4.b.
40.	RFP Proforma Standard Contract Terms and Conditions, Section A.5.b User Profiles	The 99.9% uptime requirement does not specify time period for measurement. Will the State measure the uptime requirement on a monthly basis?	Yes, this will be monthly.
41.	RFP Proforma Standard Terms and Conditions, C.3.a Payment Methodology	Provides for payment upon satisfactorily providing good and services. Contractor invoices annually for its SaaS subscriptions and associated documentation upon the activation of the subscription and on the anniversary of each contract year thereafter. Will the State accept this upfront SaaS invoicing?	Yes, the state will accept this payment methodology.
42.	RFP Standard Terms and Conditions, D.5 Termination for Convenience	Contractor provides annual subscriptions to its SaaS solutions upfront at the beginning of a contract year. Will the State acknowledge and agree that Contractor's annual SaaS subscriptions are fully due and earned upon being invoiced and non-refundable when paid, unless the Agreement is terminated for cause as a result of the Contractor's breach?	If the State were to terminate for convenience, prepaid annual fees for SaaS subscriptions would not be subject to refund, but the State does not agree that fees are non-refundable when paid, unless terminated for cause as a result of the Contractor's breach, as there could be other limited circumstances where the fees would be

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			subject to refund outside of a termination for breach.
43.	RFP Proforma Standard Terms and Conditions, D.7 Assignment and Subcontracting	The Contractor exists in a very dynamic business environment where mergers and acquisitions are common. Will the State amend Section D.7 to provide that approval for assignments "shall not be unreasonably delayed or withheld."?	See Response to Question 37.
44.	RFP Proforma Standard Terms and Conditions, D.17. Limitation of State's Liability	The State's limitation of liability is likely inadequate to compensate the Contractor in the event there is misappropriation of the Contractor's intellectual property. Will the State carve out IP infringement from its limitation of liability cap?	The State will not agree to this request.
45.	RFP Proforma Standard Terms and Conditions, D.19. Hold Harmless	Will the State amend the Hold Harmless Provision to include a statement that specifically states the Contractor shall not be required to indemnify the State for any claim (or portion thereof) that are caused by the State's own errors, acts or omissions?	The provision is limited to claims caused by the Contractor.
46.	RFP Proforma Standard Terms and Conditions, D.19. Hold Harmless	Will the State amend the Hold Harmless Provision to include a limitation that only third-party claims are subject to the Hold Harmless provisions?	The State will not agree to this revision.
47.	RFP Proforma Standard Terms and Conditions, D.19. Hold Harmless	Will the State amend the Hold Harmless Provision that in the event the State provides for its own representation that it will not agree to settle any matter without the consent of the Contractor, whose consent shall not be unreasonably withheld or delayed?	No, the State will not agree to his revision.
48.	RFP Proforma Standard Terms and Conditions, D.30. Incorporation of Additional Documents	The Contractor has a Master License Agreement that contains its standard license terms and conditions. Will the State incorporate the MLA into the Agreement to the extent it does not conflict with the State's terms and conditions?	The entirety of a Respondent's license agreement would not be incorporated into the Contract, but clarification of standard licensing terms may be allowed in accordance with Section 5.2.3. and 5.3.5. of the RFP".
49.	RFP Proforma Standard Terms and Conditions, E.4.a.2 Contractor Hosted Services Confidential Data, Audit, and Other Requirements.	The Contractor maintains exclusive access and management responsibility for encryption keys, and will not provide to the State. Is this acceptable to the State?	No, the State will not agree to this request.
50.	RFP Proforma Standard Terms and Conditions, E.4.a.3 Contractor Hosted Services Confidential Data, Audit, and Other Requirements.	Contractor provides a FedRAMP authorized SaaS solution. What would be the timeframe for providing proof of FedRAMP authorization?	If the Respondent satisfies the requirements of E.4.a.3 through FedRAMP authorization, the Respondent will need to provide proof of FedRAMP authorization after award and annually thereafter.
51.	RFP Proforma Standard Terms and Conditions, E.4.a.4	Will the State require testing beyond the tests that can be run by State security personnel against the Contractor's website using normal user access?	The State wouldn't require testing beyond what the State would run for penetration testing.

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	Contractor Hosted Services Confidential Data, Audit, and Other Requirements.		
52.	RFP Proforma Standard Terms and Conditions, E.4.a.6 Contractor Hosted Services Confidential Data, Audit, and Other Requirements.	Destruction of data backups will occur automatically as those backups are rotated out, but will trail the destruction of the main data storage. Is the trailing destruction of backup copies acceptable as long as its is properly described to the State?	Yes, this will be acceptable if the destruction dates for all of the production and backup copies are provided within the trailing documentation.
53.	RFP Proforma Standard Terms and Conditions, E.4.c Contractor Hosted Services Confidential Data, Audit, and Other Requirements	Contractor does not allow the outside describes. Contractor will provide auditing reports around security controls from its independent third party audits done under the aegis of the FedRAMP program. Will providing the auditing reports satisfy the requirements of the section?	The State is willing to consider limited negotiations during contract award pursuant to RFP Section 5.3.5.
54.	RFP Proforma Standard Terms and Conditions, E.4.d.1.i Contractor Hosted Services Confidential Data, Audit, and Other Requirements.	Contractor's RPO is 24 hours instead of the State's required 3 hours. Is a 24 hour RPO acceptable?	The State will accept 24-hour RPO. See RFP Release 2 for revision to Pro Forma Section E.4.d.1.i.
55.	RFP Proforma Standard Terms and Conditions, E.4.d.2 Contractor Hosted Services Confidential Data, Audit, and Other Requirements.	Contractor's FedRAMP audit checks for the successful completion of the described tests. Will this satisfy the requirements of this section?	Yes
56.	RFP Proforma Standard Terms and Conditions, E.8. Software License Warranty.	Section E.8 does not provide a detailed scope of license. Contractor is offering a limited, non-exclusive, non-transferable, non-sublicensable license to the State to use its SaaS solutions for the State's own internal business purposes of the term of the Agreement. Is this limited scope of license acceptable?	Yes. See also the response to Question 48.
57.	RFP Proforma Standard Terms and Conditions, E.8. Software License Warranty.	Section E.8 does not provide a detailed scope of license. Any enhancements, improvements, modifications, derivations, made to the Contractor's pre-existing intellectual property become immediately, inextricably intertwined. Accordingly, Contractor requires that it maintain sole ownership and control of any enhancements, improvements, etc., to its intellectual property whether or not made during the term of the Agreement.	Yes

Question	RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
		Is Contractor's position on changes to its intellectual property acceptable to the State?	
58.	RFP Attachment 6.2, Section C Technical Qualifications, Experience & Approach Items	C.52 Provide a narrative of the solution's ability to generate ten thousand (10,000) user profiles annually, of which, at minimum, five thousand (5,000) user profiles can log into the asynchronous learning environment simultaneously. The solution must be able to increase the number of user profiles as needed. Question: Will all 10,000 users need to have log in access to the proposed system per year?	Yes, all users will access the system per year. The system must have the ability to allow at least 5,000 users to access the system simultaneously.
59.	RFP Proforma Standard Terms and Conditions, A.4. TEMA LMS	The State requires a go-live date by June 7, 2024. This is an unrealistic implementation timeframe. Will the State accept 120 days from final contract signing for go-live?	No.
60.	RFP Standard Terms and Conditions, A.4. TEMA LMS	After implementation is completed, the Contractor provides a primary point of contact and a customer service manager to the account for the duration of the contract. Is this acceptable to the State?	Yes, this is acceptable...
61.	RFP Proforma Standard Terms and Conditions, A.4. TEMA LMS	Provision provides that the Contractor upon acceptance of go-live, the Contractor may invoice the State for the initial payment for implementation of the LMS; however, in Standard Terms and Conditions C.3 and C.5, the State indicates that Contractor shall only invoice for goods delivered and accepted by the State. Could the State please clarify when invoicing for the "annual recurring cost for the provision/maintenance of the LMS software" can occur?	See RFP Release 2 for revision to Pro Forma Section C.3.b.
62.	RFP Proforma Standard Terms and Conditions, D.32.d.1.	The State is requiring insurance coverage for patent infringement. This is a specific type of insurance coverage beyond Technology Professional Liability and is not typically requested. Will the State eliminate the requirement for patent infringement insurance?	Yes. See RFP Release 2 for revised Pro Forma Section D.32.d.1.
63.		On Page 33, items D.1 and D.6 in the Oral Presentation table seem to replicate one another. Could the State inform vendors what the difference is between these two items?	There is no difference. See RFP Release 2 for revised RFP Attachment 6.2. – Section D.
64.		Are Respondents allowed to submit a redacted version of its proposal so that certain proprietary information such as custom financials cannot be disclosed to the public or competitors?	No. Refer to RFP Section 4.8 Disclosure of Respond Contents
65.		Item 5.2.1 – What are the roles of the various members of the Proposal Evaluation Team? For example, IT? Learning Instructor? Content Creator?	This information is not necessary to provide a response.
66.	RFP Attachment 6.2, Section C Technical Qualifications, Experience & Approach Items	C.52 - How many users will be active within the LMS? Are they internal or external? Can you please describe the 10,000 user profiles mentioned in this item and how they relate to the Agency?	Almost all of the 10,000 users are external. Our external users include local partners, external stakeholders, and emergency managers.
67.		Why are you considering a new LMS? What are the challenges with the current LMS?	We do not currently have an LMS. We utilize a training management system.
68.	RFP Attachment 6.2, Section C Technical Qualifications,	C.9 – Do you need the vendor to offer any type of content library or titles? If so, what specific topics do you need? How many users will need each topic area?	No.

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	Experience & Approach Items		
69.		Just to clarify, the vendors do not need to update the columns for 'Item Score' or 'Raw Weighted Score'?	This is correct.
70.		The RFP appears to state that no contract revisions are allowed (Item 3.3.1) to the Pro Forma contract provided in Section C and that the vendor must send in a signed acceptance of all terms by the deadline or be disqualified. What is the ability to negotiate the terms of the contract both before the submission deadline and after if awarded the solicitation?	There will be no negotiations prior to the submission deadline. See Sections 5.3.4 and 5.3.5 of the RFP.
71.	RFP Attachment 6.2, Section C Technical Qualifications, Experience & Approach Items	Item C.4 mentions SSO – what specific SSO solution (ex. Okta) and format (ex. SAML) are you currently using and need to be integrated?	This is not Applicable. See revised Item C.4. in RFP Release 2.
72.		Are there any Federal employees that will be accessing the system that need an alternate method of authentication such as a CAC card?	No, this type of access is not required.
73.		Will all users authenticate via the SSO method or will certain populations like external users need a separate type of authentication such as the native LMS id and password capability?	All users will authenticate with the native LMS ID and Password.
74.		Just to confirm, is there a need to migrate any historical data during the implementation? If so, would TEAM please describe the data to be migrated (e.g., number of courses, number of training records, etc.)?	No historical data will be migrated to the LMS.
75.		Are there any user interface (UI) language needs other than English for the LMS interface? If so, which languages?	No additional languages are needed.
76.		Is there any requirement for eCommerce such as the ability to charge certain populations of users for the usage of certain courses?	No, there is no such requirement.
77.		The RFP seems to imply that MS Teams is used for virtual class training – is that correct? Are there any other virtual tools such as Zoom that need to be integrated into the LMS?	Yes, we currently utilize MS Teams, ZOOM, and Webex to host online training. The LMS must have the ability to integrate with this videoconference software in the event that the proposed LMS solution does not have the capability to host online virtual training.
78.		How will profile updates to the LMS users happen? Does there need to be an integration to a HRIS or other system to pull in new users, manager changes, etc.?	See State's response to question #35.
79.		Is there a need for public classes where certain users can access various courses without logging on or creating a profile within the LMS?	Yes
80.		Will there be a down select prior to Oral Presentations or will all Respondents be scheduled for Oral Presentations?	Refer to RFP Section 5.2.1.5.
81.	RFP – Section 3 – Response Requirements – Subsection 3.3 – Response & Respondent Prohibitions	TEMA has included a Pro Forma Contract as part of the RFP which does not address SaaS specific terms and conditions. Will TEMA incorporate the selected SaaS vendor's license agreement into the contract terms and conditions? Will any contract modifications to the included Pro Forma Contract be allowed to mutually protect TEMA and the selected vendor?	See response to questions 48 and 56

Question	RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	Subsection 3.3.1		
82.	RFP- Attachment 6.6 Pro Forma Contract – Section A – Scope – Subsection A.5 User Profiles	Subsection a, states “The Contractor shall ensure that the average learning management system’s response time is no more than three (3) seconds for each page to be rendered in a State approved platform and that ninety-five percent (95%) of all response times are two (2) seconds or less.” Average response times are affected by many factors, such as network latency and packet loss, client device utilization, and LMS application performance. How will TEMA measure LMS performance, specifically?	The State has removed this language from the RFP. See RFP Release 2 for revised Pro Forma A.5.
83.	RFP- Attachment 6.6 Pro Forma Contract – Section A – Scope – Subsection A.4 – TEMA LMS Subsection d	NOTE – “Upon successful completion of the acceptance period (Go Live), the contractor may invoice the state to receive the initial payment for the implementation of the learning management system.” It is standard practice for SaaS vendors to be paid for services based on milestones. Would TEMA consider a milestone payment schedule for implementation services?	The State will not accept a milestone payment schedule.
84.	RFP- Attachment 6.6 Pro Forma Contract – Section C – Payment Terms and Conditions – Subsection C.6 – Payment of Invoice –	NOTE – “A payment by the State shall not prejudice the State’s right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.” It is customary that once payment is made the deliverable is deemed accepted. At what point does TEMA suggest a deliverable become accepted (as its status cannot remain unaccepted in perpetuity)?	See Section A.7 of the attached Pro Forma Contract.
85.	RFP- Attachment 6.6 Pro Forma Contract – Section D – Mandatory Terms and Conditions – Subsection D.5 – Termination for Convenience	NOTE – “The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State’s exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.” Termination for convenience is not a common practice for SaaS solutions. Will TEMA consider negotiation to identify mutually agreeable terms?	See Section 5.3.5. of the RFP.
86.	RFP- Attachment 6.6 Pro Forma Contract – Section D – Mandatory Terms	NOTE – “The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor’s profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property	

Question	RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	and Conditions – Subsection D.32 – Insurance – Subsection d – Technology Professional Liability (Errors & Omissions) / Cyber Liability Insurance	(including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties. 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.” Will TEMA accept a Contractor’s insurance policy which provides for \$1,000,000 per occurrence and \$10,000,000 in aggregate.	The State will not agree to this request.
87.	RFP- Attachment 6.6 Pro Forma Contract – Section E – Special Terms and Conditions – Subsection E.8 – Software License Warranty	“Contractor grants a license to the State to use all software provided under this Contract in the course of the State’s business and purposes.” Would TEMA modify this requirement to state it is purchasing a subscription, not a license? SaaS software is offered as a subscription - not a licensed product.	The State declines to make this change.
88.	RFP- Attachment 6.6 Pro Forma Contract – Section A – Scope – Subsection A.4 – TEMA LMS – Subsection f	NOTE – “The Contractor shall ensure that inactive user profiles are archived and allow users to re-activate their profiles upon login.” Will TEMA allow this requirement to change to allow re-activation upon notification from the HRIS or other master system feed?	This system will not be auto connected with any kind of auto-feed to any other enterprise-type data source.
89.	RFP – Attachment 6.2 – Section A – Subsection A.3.	We are a privately held corporation and do not provide internal financial information for pre award public RFP responses. Can this requirement be modified to read “Vendor will undergo further financial stability analysis upon contract award.”. In addition, would TEMA accept a Financial Health letter submitted with our response, in lieu of the confidential financial information requested.	No. The State must receive the required documents as outlined in RFP Attachment 6.2, Section A.3.

3. **Delete RFP # 34101-90210, in its entirety, and replace it with RFP # 34101-90210, Release # 2, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
4. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.