



**REQUEST FOR PROPOSALS # 34901-01140
AMENDMENT # 3
FOR COMPUTER AIDED DISPATCH/NEXT
GENERATION 9-1-1 SYSTEM**

DATE: 6/29/2020

RFP # 34901-01140 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		May 14, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	May 19, 2020
3. Pre-response Conference	9:00 a.m.	May 20, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 27, 2020
5. Written "Questions & Comments" Deadline	2:00 p.m.	June 3, 2020
6. State Response to Written "Questions & Comments"		June 29, 2020
7. Written "Questions & Comments" Deadline, Second Round	2:00PM	July 9, 2020
8. State Response to Written "Questions & Comments" Second Round		July 20, 2020
9. Response Deadline	2:00 p.m.	August 6, 2020
10. State Completion of Technical Response Evaluations		August 17, 2020
11. State Schedules Respondent Oral Presentation		August 19, 2020
12. Respondent Oral Presentation	8 a.m. – NOON	August 26-28, 2020
13. State Opening & Scoring of Cost Proposals	2:00 p.m.	September 1, 2020
14. Negotiations (Optional)		September 2-4, 2020
15. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	September 10, 2020

16. End of Open File Period		September 17, 2020
17. State sends contract to Contractor for signature		September 18, 2020
18. Contractor Signature Deadline	2:00 p.m.	September 23, 2020

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.

Q #	RFP Section	Question	Response
1	Scope, Pages 48-86	Please provide the expected number of dispatch centers and breakdown of the expected number of active call-taking/dispatch positions for each dispatch center.	Four centers, ten full function positions per center
2	Scope, Pages 48-86	How many mobile positions (MDTs) will require use of the proposed CAD system? Please provide any breakouts for CAD for Mobile and CAD for Responder positions.	Estimated 800 CAD for Field Responder positions
3	RFP Att. 6.3, page 36-38	Please clarify the meaning of the various Evaluation Factor quantities in the Cost Proposal.	The evaluation factors reflect the anticipated usage by the department. They do not however reflect a volume guarantee or minimum purchase quantity.
4	Scope, Pages 48-86	Please clarify the total number of 9-1-1 Call Answering Positions required for the proposed Call Handling Solution by dispatch center.	Estimated 40 positions total, ten per center
5	Scope, Pages 48-86	Please clarify the number of Administrative (POTs, 1FB, Ring Down, etc.) expected to be supported by the proposed call handling system.	Estimated 20 admin lines in each of 3 of our centers, 40 admin lines in 1 center
6	Scope, Pages 48-86	Please clarify all legacy 9-1-1 trunks types and quantities such as CAMA, E1/T1, PRI etc. that the Proposed 9-1-1 Call Handling Solution will be required to support.	There are no legacy trunks for the vendor to support.
7	Scope, Pages 48-86	For each dispatch center, please identify the total number of full-feature Telecommunicator workstations that are required; the total number of assigned Telecommunicators, Supervisors and other staff; the typical maximum number of concurrent users of full-	10 full function position per center, estimated at a total of 102 personnel positions when fully staffed, with a total of estimated 40 concurrent users at a time

		feature Telecommunicator workstations.	
8	Scope, Pages 48-86	For each District, please identify the total number of vehicles equipped with CAD for Responders and the typical number of concurrent users of CAD for responders .	Estimated total of 800 vehicles statewide. 120 vehicles per district for 4 districts, 80 vehicles per district for the other 4 districts. Maximum of 600 concurrent users
9	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	For each District, please identify the total number of officers equipped with CAD for mobile and indicate any difference in the typical number of concurrent users verses those using CAD for Responders.	Estimated total of 800 vehicles statewide. 120 vehicles per district for 4 districts, 80 vehicles per district for the other 4 districts. Maximum of 600 concurrent users
10	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Please advise if the State allows the CJIS message switch to be installed at a CJIS-complaint cloud hosting service or if it must be installed at a State data center. If it must be located on-premise, please advise the location (city name is sufficient) of the primary and disaster recovery data centers to be used.	The Tennessee Bureau of Investigation is the State entity responsible for CJIS compliance, The CJIS message switch is currently being hosted in the cloud as approved by the TBI.
11	RFP Att. 6.6, Pro Forma Scope A.3.c.(2), page 52	A.3.c.(2): Please identify and provide a contact for the vendor of the state's mass notification system. Please describe the intended workflow from the perspective of the telecommunicator using CAD interfaced with the State's mass notification system.	Respondents should discuss any experience with interfacing with this type of system as the current vendor for the identified service may change during the term of the contract awarded as a result of this RFP.
12	RFP Att. 6.6, Pro Forma Scope A.3.c.(4), page 52	A.3.c.(4): Please identify and provide a contact for the vendor of the state's employee management and scheduling system. Please describe the intended workflow from the perspective of the telecommunicator using CAD interfaced with the state's employee management and scheduling system.	See Response to question 11.
13	RFP Att. 6.6, Pro Forma Scope A.3.c.(5), page 52	A.3.c.(5): Please identify and provide a contact for the vendor of the state's ALPR system. Please describe the intended workflow from the perspective of the telecommunicator using CAD interfaced with the State's ALPR system.	See Response to question 11.
14	RFP Att. 6.6, Pro Forma Scope A.3.c.(6), page 52	A.3.c.(6): Please clarify if the vendors are to propose a recording and quality assurance system or if vendors are to	See Response to question 11.

		only propose an interface with an existing recording and quality assurance system. If the requirement is only for an interface, please identify and provide a contact for the vendor of the recording and quality assurance system.	
15	RFP Att. 6.6, Pro Forma Scope A.3.c.(8), page 52	A.3.c.(8): Please identify the vendor providing the storage of video files collected from the State’s in-car and body-worn camera systems.	See Response to question 11.
16	RFP Att. 6.6, Pro Forma Scope A.4.I, page 53	A.4.I: The state is requesting, “the Contractor shall work with the State as needed for the migration of existing and/or historical data in a PDF format, such that this data can be accessed by the System.” Given that this is a fixed-price procurement, please expand on this requirement with sufficient detail that vendors can provide pricing or offer direction on how the State would like this quoted given that the scope will likely not be determined in advance of contract execution.	We will have 5 years of data. Currently we have 4.5 years of data for a total of 1,146 GB. Plan for approximately 1.4 Terabytes of data.
17	RFP Att. 6.6, Pro Forma Scope A.4.m, page 53	A.4.m: Please indicate the manufacturer and model number of any barcode readers in use today and, if devices are in use today, please advise the State’s intent/desire to reuse that same hardware. If new barcode hardware is requested or required, please advise if the devices are to be provided by the vendor, in which case, please provide quantities or if the State will be providing the barcode readers.	Code Corp CR 1000; At this time, the agency has no intentions of using another type of barcode reader.
18	RFP Att. 6.6, Pro Forma Scope A.4.o, page 53	A.4.o: Please identify the manufacturer and model number of the State’s designated GPS devices. Please advise if the GPS device used in the mobile environment is embedded in the cellular modem, embedded in the notebook computer, or is external to the notebook computer (e.g., connected by USB). Also, please advise if there are other devices besides mobile units providing GPS position updates, such as portable radios. In the event GPS data needs to	The current device may change during the term of the contract awarded as a result of this RFP, therefore, the Respondent should discuss any experience with these devices, but our current device is connected via USB to the computer.

		be captured from portable radios, please advise the manufacturer and series for the State’s radio system.	
19	RFP Att. 6.6, Pro Forma Scope A.6.(2).i.(h), page 54	A.6.(2).i.(h): Please clarify if one monaural headset is to be provided per workstation or per user. If the requirement is per user, please advise the total number of headsets to be proposed.	1 monaural headset per user, with estimated 150 users
20	RFP Att. 6.6, Pro Forma Scope A.6.(2).ii, page 54-55	A.6.(2).ii: The State is requesting, “the Contractor to [potentially] install or move hardware to support changes in ECC configurations or changes in ECC locations.” Given that this is a fixed-price procurement, please expand on this requirement with sufficient detail that vendors can provide pricing or offer direction on how the State would like this quoted given that the scope will likely not be determined in advance of contract execution.	Estimated 40 positions total, ten per center; This event will only occur if there is an emergency situation or if there is an expansion of a center.
21	RFP Att. 6.6, Pro Forma Scope A.6.(4).b, page 55	A.6.(4).b: Please identify the manufacturer and version number of all State approved web browsers.	The state supports current versions of Internet Explorer and Microsoft Edge. Other browsers are approved via an exception process.
22	RFP Att. 6.6, Pro Forma Scope A.7.b.(1).iii.(d) and A.7.c.(1).iii.(d), page 58-65	A.7.b.(1).iii.(d) and A.7.c.(1).iii.(d): Please clarify if the State owns/licenses aerial imagery or if it is to be provided as part of this procurement. Please advise the number of CAD workstations and mobile computers that will be using aerial imagery.	The State will provide the License, please see Sections 7 and 8 of this Amendment. Estimated at 40 positions total, ten per center; Total of 800 vehicles statewide.
23	RFP Att. 6.6, Pro Forma Scope A.7.b.(2).v.(a), page 60	A.7.b.(2).v.(a): Please provide sample use cases or a description of the expected workflow and user experience for the Telecommunicator with respect to the requirement for a function to recognize response gaps in defined geographical areas, and provide automatic notification to the Telecommunicator.	When a district or pre-defined zone is depleted of resources due to an event, there should be a notification or prompt to the telecommunicator for the purpose of reassessing units to cover these gaps for response purposes.
24	RFP Att. 6.6, Pro Forma Scope A.7.(2).xi. and A.7.(2).xxiii, page 63 and 64	A.7.(2).xi. and A.7.(2).xxiii: With respect to the requirements for “automatic notification,” please advise what notification medium(s) is being described (e.g., CAD-to-mobile silent dispatch, paging, tone alerting, etc.). Our particular interest is knowing if	Please refer to the Pro Forma contract. The Respondent should discuss its experience with automatic notifications and its experience with interfacing with this type of system. Please also refer to the response to Question 11.

		there are any notification systems to be interfaced. If there are, please identify each system by vendor and model number or product line.	
25	RFP Section 3.2.2.2., page 8-9	3.2.2.2: Does the State have any email file size limitations for proposal submittals?	25 MB per message, includes message header, body, and attachments, so it may be necessary to break down the proposal into multiple emails. In the event that this is needed, Technical Response emails must be clearly labeled in the subject line utilizing a "1 of X" format and the Cost proposal must be submitted in a completely separate email.
26	RFP Att. 6.2 Section D, Pages 33-35	Attachment 6.2, Section D: Please confirm the State's expectation that no response is required to Section D with RFP submittal and will remain blank until the time of demonstration.	That is correct. Responsible Respondents will be notified if they have been invited to the Oral Presentations per the RFP instructions. A Respondent will need to provide a copy of the presentation and materials to the Solicitation Coordinator at the time of presentation.
27	RFP Section 2, page 6	Per the RFP Schedule of Events, the State has responses to vendor questions being released on June 15. Due to the critical dependency of some of the proposed questions, would the State being willing to extend the deadline three weeks following the State's response to vendor questions?	Not three weeks, but please see RFP Amendment One.
28	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Can the State clarify the difference between CAD for field responders and CAD for mobile applications? Is field responders intended to be a handheld and mobile applications the software running on a laptop in the officer vehicle? Or is CAD for mobile application intended to mean a remote telecommunicator?	Intent is for CAD for Field Responders to be accessed via web browser from a computer, and for the CAD for Mobile to be accessed via mobile devices running iOS or Android platforms.
29	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	We understand the State would like a per user price; however, would the State be willing to share the number of total telecommunications users as well as the total number of field responders and CAD mobile application users? Knowing the total number informs how the scope of the project is put together.	Estimated 102 telecommunicators, 800 CAD for Field Responders, 900 for CAD for Mobile.

30	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Can the State confirm the number of locations of ECCs?	4 ECC's; Jackson, Nashville, Chattanooga, Knoxville
31	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Can the State confirm what they anticipate estimated peak number of telephony and CAD events would be?	2019 year end totals were 142,000 CAD events and 265,000 phone transactions per center
32	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Will the State allow bidders to respond with a premise based telephony CPE solution and that the requirement for a native cloud based solution applies only to CAD and not to telephony?	Yes
33	N/A	<p>Can the State please identify the specific vendors for the following desired interfaces:</p> <p>a. the State's mass notification systems for the purpose of sending automatic notifications to State designated personnel</p> <p>b. the State's employee management and scheduling system for the purpose of automatically rostering Field Responders within the System</p> <p>c. Recording and quality assurance system for the purpose of capturing voice and telephony data, screen capture, and radio recording</p> <p>d. The State's in-car and body-worn camera systems for the purpose of allowing video(s) to automatically be categorized based on a CAD event.</p>	See Response to question 11.
34	RFP Att. 6.2 Section B17, page 27	Do you require any subcontractors to complete the reference questionnaires or just the prime?	Only the prime will need to address a reference questionnaire
35	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Will a VPN be required for any cloud/remote connectivity?	Yes, provided by the state
36	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Does the State have a target Go Live date?	See Pro Forma Contract Section A.3.a.
37	Section 2.1, RFP schedule of events	The State only allows the respondents one week between the time the written comments and questions are answered and the RFP due date. That does not allow adequate time for the vendor community to fully understand the State responses and clarifications and	Please see RFP Amendment One.

		adjust their responses and pricing accordingly. As such, will the State consider extending the RFP response deadline?	
38	Section 2.1, RFP schedule of events	As is common in similar procurements in other states, would the State consider amending the schedule of events to allow for a round of follow up questions and answers from the original questions and answers already included in the schedule of events?	Yes please see Amendment 3
39	Section 2.1, RFP schedule of events	Some of the vendor community who may be interested in responding to this bid are involved in the nation-wide COVID-19 pandemic response. The timeline for this bid, from let to response due date, is also very short. Due to these reasons, will the State consider extending the RFP response deadline?	Please see RFP Amendment One.
40	Section 2.1, RFP schedule of events	Between the RFP posting and the response deadline there are only 5.5 business weeks, and one is a holiday week for Memorial Day. This does not allow adequate time to respond to the magnitude of the scope of services requested. As such, will the State consider extending the RFP response deadline to ensure they get better responses from the vendor community?	Please see RFP Amendment One.
41	RFP section 3.3	The RFP does not allow for any alternate terms and conditions to be proposed. At the pre-bid conference, it was asked if that included the proposed pro forma contract beginning on page 48, and the answer was yes. Not allowing any proposed changes to the pro forma makes it very difficult for very large companies to respond to this type of procurement. Large companies in general have the best ability to meet your requirements due to the maturity of their product offerings and their financial stability. Additionally, many other State of TN RFPs have allowed for red-lines of the RFP in the past. Will the State please re-consider this requirement, and potentially add a requirement to section B to allow for pro forma red-lines? Will the State consider the addition of terms to the pro forma contract if they do not conflict with the State's terms?	Submissions that contain redlines or otherwise qualify a response cannot be submitted as part of the response. The State may entertain limited negotiations after award, but the final contract cannot be substantively changed. It is the sole determination of the State as to if such proposed language changes after award are deemed as substantive.
42	Attachment 6.2, B.13	Will the State accept an employee industry experience biography as an	This is acceptable as long as it contains the information required. If a Respondent is concerned about

		alternative to a resume? Resumes contain personal information.	personal information appearing on a resume, such as address, cell phone, personal email, etc., the Respondent does have the ability to remove that from the resume.
43	RFP attachment 6.3 cost proposal	Is Data storage per user intended to be a non-recurring fee based on usage? Or a monthly recurring or annual recurring? If it is a monthly or annual recurring fee, what is the maximum usage amount required per user?	Annual recurring fee per user. The maximum usage amount is to be mutually agreed upon.
44	A.3.a. The contractor shall provide a secure, web-based system that is accessed securely over the internet...	Is the intention of this requirement for the CAD system alone? Normally Next Generation 9-1-1 call handling systems are not accessible via the internet since they perform a public safety function and making them available on the internet exposes critical emergency responder infrastructure to hackers.	No, it is a system as a whole.
45	A.4.r, the system shall connect to the Tennessee ESInet for 9-1-1 call processing	There are no line items in the cost proposal to account for this connection. Is the State's intent to purchase these connections from another existing State of Tennessee contract?	This connection is not part of this procurement.
46	A.7.ix.b Display ALI data in a consistent format, regardless of ALI provider	What exactly is the intent of this requirement? *THP is not currently classified as an emergency call under Tennessee State law. Also, since THP's ECCs are not PSAPs, calls transferred in to them from a PSAP may not come with ALI, as that is a requirement of the transferring PSAP and their equipment.	Display ALI data in a consistent format, regardless of ALI provider.
47	A.15.c (11) Contractor provided help desk	Is the State asking for a single point of contact in a scenario where a respondent uses multiple sub-contractors to respond? Also, in reference to the question regarding how the State will connect to the Tennessee ESInet, please confirm the State does not intend this Help Desk to be able to initiate troubleshooting calls with the ESInet provider.	If it is a program or interface issue, yes. If it is ESInet issue, we would handle that troubleshooting
48	C.5 invoice requirements --	Will the State consider revising this requirement to within 90 days after the goods and services have been provided? Due to billing cut off cycles occurring once per month, it may not be possible to meet 30 days.	The State will not be revising this requirement
49	C.6 payment of invoice	Will the State consider adding language referencing the Tennessee Prompt Payment Act, , Tenn. Code Ann. § 12-4-701, et seq. (the "Prompt Pay Act"). The Prompt Pay Act states that that payment shall be made within forty-five (45) days after receipt of	The Prompt Pay Act applies regardless of it's inclusion in the contract. At this time the State will not be adding the clause.

		invoice and allows interest in a specified amount for overdue payments beginning on the day after payment is due.	
50	A.4. System Requirements.	Will the State allow bidders to respond with a premise based telephony CPE solution? Is the requirement for a native cloud based solution applicable only to CAD and not to telephony?	yes and yes
51	A.6. Hardware, Software, and Network Requirements. a. Hardware Requirements.	Will the State allow bidders to provide their own 911 phone workstations or is it mandatory for the bidder to use the State provided workstation?	No, bidders should not plan on providing their own workstations. Desks and furniture are not part of this procurement and State provided workstations (desk and furniture) will not change.
52	RFP attachment 6.3 cost proposal	Do the quantities in the evaluation factors represent the quantities of each line item the State expects to purchase under this contract?	The evaluation factors reflect the anticipated usage by the department. They do not however reflect a volume guarantee or minimum purchase quantity.
53	RFP attachment 6.3 cost proposal	The line item references pro forma A.6.a(2)i(a) through (f). These line items are related to the system hardware for the telecommunicator. Are we to infer from the evaluation factor that there are 600 telecommunicator work stations state-wide?	No, this is a per workstation per month cost.
54	RFP attachment 6.3 cost proposal	This line item references pro forma A.6.a (2)i(h) which is related to head-sets. Are we to infer from the evaluation factor that for the 600 telecommunicator work stations, the State wants 1500 head-sets?	No
55	RFP attachment 6.3 cost proposal	Can the State please provide more information as to what each monthly and annual recurring fee actually entails? For example, for that line item, what is included that the contractor is expected to provide for that price?	Please see the referenced contract section.
56	RFP ATTACHMENT 6.2. — SECTION C	This element refers to the ECC on a per month basis with an evaluation factor, or count of 48. However Section A.6.a.(2)i(g) refers to "Ability to receive and process ANI/ALI for display to the Telecommunicator, as well as, distribution to CAD". ALI is distributed over the network connection and is presented to the Telecommunicator. Please explain what hardware is expected and further detail the pricing element.	The correct Pro Forma contract section reference is A.6.a.(2). See section 3 below.
57	A.6 Hardware, Software and	What is the number of 911 phone positions at each ECC and how many ECC sites are there in the State?	Estimated 40 positions total, ten per center; 4 ECC's; Jackson, Nashville, Chattanooga, Knoxville

	Network Requirements		
58	RFP Attachment 6.3 Cost Proposal Annual System Software for Telephony and CAD for Telecommunicators (see Pro Forma Sections A.7.a. and A.7.b.)	Annual charges for licensing and maintenance are normally billed in advance of providing services. As such, the customer pays at the beginning of the year for the next 12 months of service. The services you are requesting in this RFP for this line item are normally billed by the vendor community as monthly services. Since monthly services are billed over the course of 12 months, as opposed to in advance, it is better for the State when considering the cost of money. As such, would the State consider changing this charge in the cost proposal from an annual charge to a monthly recurring charge?	No, the State will not change the cost proposal.
59	RFP Attachment 6.3 Cost Proposal Annual System Software for CAD for Field Responders (see Pro Forma Section A.7.c.)	Annual charges for licensing and maintenance are normally billed in advance of providing services. As such, the customer pays at the beginning of the year for the next 12 months of service. The services you are requesting in this RFP for this line item are normally billed by the vendor community as monthly services. Since monthly services are billed over the course of 12 months, as opposed to in advance, it is better for the State when considering the cost of money. As such, would the State consider changing this charge in the cost proposal from an annual charge to a monthly recurring charge?	No, the State will not change the cost proposal.
60	RFP Attachment 6.3 Cost Proposal Annual System Software for CAD for Mobile Applications (see Pro Forma Section A.7.d.)	Annual charges for licensing and maintenance are normally billed in advance of providing services. As such, the customer pays at the beginning of the year for the next 12 months of service. The services you are requesting in this RFP for this line item are normally billed by the vendor community as monthly services. Since monthly services are billed over the course of 12 months, as opposed to in advance, it is better for the State when considering the cost of money. As such, would the State consider changing this charge in the cost proposal from an annual charge to a monthly recurring charge?	No, the State will not change the cost proposal.
61	D.11 Records	<u>Records.</u> The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work	Please see response to question 41.

		performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment. Our policy does not retain all records for 5 years after the last payment, We retain billing records for 7 years, will that be acceptable?	
62	E.7 a (4) & (5) Contractor Hosted Services Confidential Data, Audit, and Other Requirements	The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment, subject to a separate Statement of Work . The Contractor shall be required to fix any discrepancies identified by the State within an allotted time as agreed to by the parties . (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format agreed to, determined by the State Would the State consider the highlighted/Italic as a revision to this section?	The State can agree to a statement of work but cannot agree to the rest. Please see Section 10 below of the Amendment.
63	E.7 a (6) Contractor Hosted Services Confidential Data, Audit, and Other Requirements	The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction. Would the State consider allowing (30) days for the written confirmation to be presented?	No
64	E.7 b Minimum Requirements	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 as amended periodically. Would the State consider removing this requirement? This document can be changed at anytime and the Contractor may not be aware.	Please see response to question 41. Additionally, this requirement will not be removed. The State requires compliance with the EISP to set the bar for the minimum security controls we feel are warranted to protect State data. Contractor should be able to ensure the requirements are met in any environment used for processing state data. There may be some sections of the EISP that do not apply. We would also expect the Contractor to have equivalent security policies for its employees.
65	E.7 d. (1) i & ii & (2) Business Continuity Requirements	Disaster Recovery Capabilities, i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: ZERO (0) MINUTES. Based on this requirement is the State inferring that there can be no outage time during which data can be lost? Even the most robust cloud based systems have suffered outages during	The RPO will be changed to five (5) minutes; please see section 10 of this Amendment.

		the past few years and the zero minute threshold seems excessive. We intend to respond with a cloud based CAD solution built upon one of the leading cloud service provider's infrastructure but cannot completely control high availability. Furthermore, we intend to respond with a premise based Next Generation 911 system that will include redundancy and fail over but again we cannot completely control high availability as we will be reliant upon customer infrastructure (i.e. power).	
66	E.7 d. (1) i & ii & (2) Business Continuity Requirements	Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: FIVE (5) MINUTES. Based on this requirement is the State inferring that there can only be five minutes of down time? Even the most robust cloud based systems have suffered outages during the past few years and the five minute threshold seems excessive. We intend to respond with a cloud based CAD solution built upon one of the leading cloud service provider's infrastructure but cannot completely control high availability. Furthermore, we intend to respond with a premise based Next Generation 911 system that will include redundancy and fail over but again we cannot completely control high availability as we will be reliant upon customer infrastructure (i.e. power).	No
67	User Access Provisioning (5.2.2)	Please provide the agency's provisioning process.	This is not a part of the RFP.
68	Use of Secret Authentication Information (5.3.1)	Please provide the State's policy.	This is just saying use your credentials as specified throughout the policy. Don't share, etc.
69	Information Access Restriction (5.4.1)	Please provide the State's policy.	Access Control Policy (5.1.1) All access rules and requirements to access the State of Tennessee's IT resources should be developed, documented, and maintained by their respective resource owners. Access to the State of Tennessee's IT resources will be granted consistent with the concept of least privilege. All information processing systems owned by or operated on

			behalf of the State of Tennessee should have an appropriate role-based access control system that ensures only legitimate users and/or systems have access to IT resources that they are explicitly authorized to use.
70	Inventory of Assets (6.1.1)	Can the State please explain how this policy applies to this RFP? Please understand we expect to respond with a cloud based system and a premise based Next Generation 911 System.	Please see response to question 41. Additionally, the State requires compliance with the EISP to set the bar for the minimum security controls we feel are warranted to protect State data. Contractor should be able to ensure the requirements are met in any environment used for processing state data. There may be some sections of the EISP that do not apply. We would also expect the Contractor to have equivalent security policies for its employees.
71	Confidential Electronic Messages Classification and Control (6.2.3.4)	Does this include billing and other communications?	Yes, if those communications contain confidential State information
72	Payment Card Information Classification and Control (6.2.3.5)	Please explain how this is applicable to this RFP?	Please see response to question 41. Additionally, The State requires compliance with the EISP to set the bar for the minimum security controls we feel are warranted to protect State data. Contractor should be able to ensure the requirements are met in any environment used for processing state data. There may be some sections of the EISP that do not apply. We would also expect the Contractor to have equivalent security policies for its employees.
73	Information Security Policy for External Party Relationships (10.1.1)	Is this requiring that each employee of the contractor working on this solution sign an individual agreement? We do not normally allow this as it may make the individual personally liable.	This agreement would be between the State and the Contractor, not individual employees.
74	Cryptographic Controls (14.1)	Please explain how this is applicable to this RFP?	Please see response to question 41. Additionally, The State requires compliance with the EISP to set the bar for the minimum security controls we feel are warranted to protect State data. Contractor should be able to ensure the requirements are met in any environment used for processing state

			data. There may be some sections of the EISP that do not apply. We would also expect the Contractor to have equivalent security policies for its employees.
75	Screening (16.1.1)	Please explain how this is applicable to this RFP?	Please see response to question 41. Additionally, The State requires compliance with the EISP to set the bar for the minimum security controls we feel are warranted to protect State data. Contractor should be able to ensure the requirements are met in any environment used for processing state data. There may be some sections of the EISP that do not apply. We would also expect the Contractor to have equivalent security policies for its employees.
76	Acceptable Use Policy (16.1.2)	Please explain how this is applicable to this RFP?	Please see response to question 41. Additionally, The State requires compliance with the EISP to set the bar for the minimum security controls we feel are warranted to protect State data. Contractor should be able to ensure the requirements are met in any environment used for processing state data. There may be some sections of the EISP that do not apply. We would also expect the Contractor to have equivalent security policies for its employees.
77	RFP attachment 6.3 cost proposal	How many concurrent call-taker/dispatcher positions do they staff across the state?	Potentially up to 40 positions, 10 per center
78	RFP attachment 6.3 cost proposal	How many concurrent (average active) dispatchable units do they have across the state?	Estimated at 600
79	Section E.7, a.3	Currently, there is not a cloud-based CAD solution that has been FedRAMP certified. Is the intent of this question to encourage FedRAMP certification in the future or is FedRAMP certification required at the time of response submission?	No, it's not required at response submission. But is required by contract execution.
80	A.6.b.(1) - Web browsers	Which specific web browsers and versions are approved by the State?	The state supports current versions of Internet Explorer and Microsoft Edge. Other browsers are approved via an exception process.
81	A.7.b.1.iii.(a)	Will the State provide an authoritative GIS base map for use in CAD, or is the	No, the vendor will provide the base map.

		intent for the CAD vendor to provide the base map?	
82	A.7.c.1.iii.(c)	Would the State please confirm that they will provide the base map as an Esri REST web service endpoint and/or WMTS web service endpoint?	No, the vendor will provide the base map.
83	A.7.b.1.iii.(b) - Routable Data Layer	Will the State provide an authoritative routable data layer for use in CAD, or is the intent for the CAD vendor to provide the routable data layer? And by "routable data layer" does the State refer to a road centerline network data layer that is suitable for the calculation of point-to-point navigation routes with turn-by-turn driving directions?	No, the vendor will provide the routable data layer. The State refers to a road centerline network data layer as a point-to-point navigation routes with turn-by-turn driving directions.
84	A.7.b.1.iii.(c)	Will the State please confirm that they will provide the routable data layer as an Esri REST web service endpoint?	No, the vendor will provide the routable data layer.
85	A.7.c.1.iii.(c)	Will the State please confirm that they will provide the routable data layer as an Esri REST web service endpoint?	No, the vendor will provide the routable data layer.
86	A.7.b.1.iii.(d)	Aerial Imagery - Will the State provide authoritative GIS aerial imagery for use in CAD, or is the intent for the CAD vendor to provide the aerial imagery?	The State will provide the License, please see Sections 7 and 8 of this Amendment.
87	A.7.b.1.iii.(c)	Will the State please confirm that they will provide the aerial imagery as an Esri REST web service endpoint and/or WMTS web service endpoint?	The State will provide the License, please see Sections 7 and 8 of this Amendment.
88	A.7.b.2.viii.(l)	Query location confidence - Can the State please elaborate and explain the workflow involving "querying" location confidence. What are the expectations for this workflow, and specifically how does it differ from receiving uncertainty and confidence values from location providers, such as wireless carriers, via ALI responses and displaying those values once obtained from the providers?	We are talking about receiving uncertainty and confidence values
89	A.7.b.2.viii.n.(iii)	Geofences - Describe the purpose of the geofences and the software's expected behavior when using them. Is the CAD software to alert field responders visually and/or audibly per A.7.b.ii.n.ii when they enter and/or exit a geofence, or are there other requirements that must be met?	The ability to isolate an evacuation zone, search area, or specific response zone using geofencing map tools. For the purpose of alerting responders who enter or leave that area, or assist the telecommunicator in allocation of resources for that specific geofenced area
90	A.3.c.1	Can the state please provide a complete list of NCIC transactions they require to be implemented? Can the State please also clarify if the same NCIC query transactions should be available in dispatch and the MDC?	For safety reasons, the State cannot provide a complete list of NCIC transactions. Yes, the NCIC transactions will be available in dispatch and MDC.
91	A.3.c.2	What mass notification system is currently implemented by the State?	See Response to question 11.

92	A.3.c.4	What employee management and scheduling system is being currently utilized?	See Response to question 11.
93	A.3.c.5	What ALPR system is currently being utilized? Will the State please provide a use case scenario and workflow on how this integration works currently?	See Response to question 11.
94	A.3.c.7	Will the State please provide clarification for this requirement, can more information be provided about the TITAN application itself? Specifically, what information is transmitted and in what format to the TITAN application? Is the TITAN application in the cloud or on-premise, can an endpoint be provided to consume CAD event information? In addition, please provide a use case and workflow scenario to understand the business needs of this item.	For a definition of TITAN, please see Pro Forma contract Section A.2.w.w. and for what data from the TITAN system is used in the CAD system, please see Pro Forma contract Section A.3.c.(7.). TITAN is an on premise application that is capable of accessing standard APIs.
95	A.3.c.8	Will the State please provide the current solution and what software is being utilized for in-car and BWC systems? In addition, please provide a use case and workflow scenario for this item.	The State will not provide the requested information at this time. If this is to be addressed in the proposal, the Respondent should discuss its experience with interfacing with this type of system.
96	A.4.o.	Will the State please provide what GPS devices or unit tracking system is currently being utilized for AVL/Unit location tracking?	The current device may change during the term of the contract awarded as a result of this RFP, therefore, the Respondent should discuss any experience with these devices, but our current device is connected via USB to the computer.
97	A.4.s.	Can the State please clarify if there is a requirement for this item? It appears to be blank.	This item appeared in error, there is no requirement for this item. See section 6 of this Amendment.
98	RFP section 4.4 Assignment & Subcontracting	Does the State agree that the Contractor has the right to elect to have its obligations under a resulting contract performed by an Affiliate without prior written approval of the State, but shall retain responsibility for all such work?	No. The State's approval must still be given in writing. If a subcontract is not identified in the Respondent's proposal to the RFP, the Respondent will have to obtain written approval from the State in order for the subcontractor to perform any work under the resulting contract.
99	RFP section 4.5 Right to Refuse Personnel or Subcontractors	Will the State consider adding language granting the Contractor a reasonable amount of time to replace a particular person that is not acceptable? Will the State confirm that any such request shall be for lawful	Additional language will not be added. Additional language is unnecessary to confirm that a refusal shall be for lawful reasons as any actions by the State must be lawful.

		reasons? If a contractor has a consultant on site for several weeks and is not aware of an issue the expense could be sizeable. The risk associated with this section written as it is will have a dramatic impact on price. Will the State confirm that its reasons for any rejection must be lawful?	
100	Pro forma contract, A.11.a	Will the State consider adding language granting the Contractor a reasonable amount of time to replace a particular person that is not acceptable? Will the State confirm that any such request shall be for lawful reasons? If a contractor has a consultant on site for several weeks and is not aware of an issue the expense could be sizeable. The risk associated with this section written as it is will have a dramatic impact on price. Will the State confirm that its reasons for any rejection must be lawful?	Additional language will not be added. Additional language is unnecessary to confirm that a refusal shall be for lawful reasons as any actions by the State must be lawful.
101	Pro forma contract, D.7	Does the State agree that the Contractor has the right to elect to have its obligations under a resulting contract performed by an Affiliate without prior written approval of the State, but shall retain responsibility for all such work?	Please see the State's response to question 98
102	Pro forma section D.20 HIPAA Compliance	Please provide a link or otherwise clarify the meaning of and reference to "Privacy Rules"	There is no link to the privacy rules - "Privacy Rules" as defined are any applicable laws and regulations regarding privacy including HIPAA and HITECH. Please see Section 5 of this amendment.
103	Pro Forma Contract, Section D23	Would the State entertain clarifications to Section D.23 in order to account for the size and scope of the business of a particular contractor? Specifically, a contractor may need to qualify the certification because the size of its business to the extent that the contractor is not familiar with operations unrelated to the services contemplated by the Contract. Also, how can a contractor certify as to "future principals" as required in Section D.23, since such principals are neither identified nor known at this time?	<p>the provision outlines when and to whom it would apply - size and scope of the contractor should not impact whether its principals are eligible to do business with the State - same goes for subcontractors.</p> <p>This provision is obligating the Contractor to ensure that any principals they would use in the future are eligible to work with the State it is not asking for future principals to be named at this time.</p> <p>Further, the contractor is certifying that its current principals are not ineligible to do business with the State, while at the same time certifying that its future</p>

			principals will not be ineligible to do business with the State. Essentially, the contractor cannot certify that its current principals are eligible to conduct business with the State at the time of contracting, then add principals who are not eligible to do business with the state after contracting to circumvent this requirement.
104	Pro Forma Contract, Section D24	Is the State willing to extend the timeframes beyond the one day and forty-eight (48) hour requirements set forth in D.24, "Force Majeure"?	<p>The State will not be amending this clause. The reasoning for such is below:</p> <p>(1) 24 hour notice - This timeframe is reasonable for notice of some event that makes the Contractor unable to perform</p> <p>(2) 48 hour - This timeframe is also reasonable. If Contractor is unable to perform for 48+ hours, the State should not have to pay for affected obligation until performance resumes OR have the option to terminate the contract/purchase order in whole or in part due to Contractor's inability to perform. At the same time, this provision does not require the State to do these things, it would be at the State's option and would likely only be exercised if it seems like Contractor will not be able to resume performance in the near future.</p>
105	Pro Forma Contract, Section D30	What is the intent of Section D. 30(c)? Specifically, the Contractor would like confirmation that clarifications or modifications to this Contract that are included in Contractor's proposal and that are agreed to by the State shall be deemed to be incorporated into and part of the Contract.	D.30 is meant to capture the items listed within the clause and incorporate them into the final contract. Please see response to question 41
106	Pro Forma Contract, Section D32	If bidder's insurance policies comply in all material respects with the requirements of Section D.32, would the State be willing to consider minor modifications to the language in D.32 to more accurately reflect actual language in contractor's coverage?	Please see response to question 41
107	Pro Forma Contract, Section D34	Would the State agree to mark as "confidential" specific information that is to be treated as Confidential Information under this Contract? The standard that all information is to be deemed confidential if such information	If the information is treated as confidential by State or federal law, it needs to be treated as confidential by the contractor.

		"is regarded as confidential under state or federal law" is very broad and will be difficult to administer to the possible detriment of the State.	
108	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	How many call-takers and dispatchers are there in total?	Estimated at 102
109	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	How many sworn responders will be using the new CAD and RMS?	Estimated at 900
110	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	How many users will need to make TCIC/NCIC basic inquiries in the CAD? a. Basic inquiries = persons, vehicles, guns, boats, articles	All end users
111	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	How many workstations/devices are used by call-takers/dispatchers and detectives?	Estimated at 40
112	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Does the agency's current CAD system access TCIC/NCIC/NLETS? If so, how?	Yes, a third-party system is used. The State is not able to provide the requested information in regards to transactions at this time
113	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Does the agency use any third-party systems to access TCIC/NCIC/NLETS? If so, what transactions are conducted	Yes, a third-party system is used. The State is not able to provide the requested information in regards to transactions at this time
114	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	What is the number of users that will need 'view only' access to analytics/statistical reports and/or bulletins?	The State does not have a number for this access, but estimates 200-250 users.
115	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	What is the number of users that will need to create analytical/statistical reports and/or bulletins?	The State does not have a number for this access, but estimates 50-100 users.
116	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	What are the types of statistical reports currently in use and/or desired?	The State is seeking the typical canned reports that come with a CAD system as well as statistical reports covering things like response times, resources, etc.
117	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Will statistical reports be used for ETLs (Extract, Transfer, Loads)? If so, what is the cadence?	No
118	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	What is the desired timeline to implement the CAD?	See Pro Forma Contract Section A.3.a.
119	RFP Section 3.3.1 page 10	Please clarify if Section 3.3.1 includes vendors submitting their SLSA for review to be included in the final contract?	Please see response to question 41

120	RFP Att. 6.2 Section B15 page 26	Does the state have a % goal for MBE/WBE participation? If so, what is the goal and score weight given to vendors based on the goal?	Each Agency has their own percentage goal they must meet with regards to diversity business spend. Each Agency works with our Governor's Office of Diversity Business Enterprise to this end. There is not a specific weight given to this requirement in the solicitation and is incorporated into Section B's overall score.
121	RFP Att. 6.2 Section D, Pages 33-35	Do vendors need to complete Section D: Oral Presentations with our response or is it for informational purposes only in the event of down selection?	Please see response to question 26.
122	RFP Att. 6.6 Pro Forma Section E.7	Will proposals with alternate RPO (Recovery Point Objective) and RTO (Recovery Time Objective) be accepted?	Please see response to question 41.
123	RFP attachment 6.3 cost proposal	Please confirm certain costs in the cost proposal within the breakdown by contract year is supposed to be listed by per month.	Yes
124	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Please define the difference between field responder(s) and mobile user(s).	Field Responders are all end users outside of an ECC. CAD for Field Responders is to be used on a computer via a web browser. CAD for Mobile users is to be accessed on iOS and Android based devices, but is still being accessed by Field Responders
125	RFP Section 2, page 6	Will the state consider granting a 2 week extension?	Not two weeks, but please see RFP Amendment One.
126	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	With regards to new safety procedures is the state interested in a remote or partial remote implementation offering?	Open to remote implementation where it is practical
127	Reference page 12, section 4.4.1 Assignment & Subcontracting	Reference page 12, section 4.4.1 Assignment & Subcontracting - Would it be possible to include an exception for changes of control, mergers or asset purchases?	No
128	Reference page 12, section 4.5 Right to Refuse Personnel or Subcontractors	Reference page 12, section 4.5 Right to Refuse Personnel or Subcontractors - How would this work in the context of a SaaS solution where our team works for all customers simultaneously? Would this only apply to those delivering Professional Services onsite as part of the implementation?	This provision will apply to anyone "providing goods or services in the performance of a contract resulting from this RFP" - if a member of a team that works for all customer's simultaneously did something that warrant refusal under 4.5, that individual could not work on anything related to the contract. It would not

			only apply to individuals delivering services onsite.
129	Reference page 13, section 4.8.1 Disclosure of Response Contents	Reference page 13, section 4.8.1 Disclosure of Response Contents - How would this work in the context of a SaaS solution where our team works for all customers simultaneously? We would think that all confidential and proprietary information of the vendor submitted would remain property of the vendor. Please clarify how that would work given this provision.	Unless the information is specifically protected by applicable law, the response and all contents become the property of the State of Tennessee upon submission and are therefore subject to the State of Tennessee's Open File Laws and provisions.
130	RFP Att. 6.6 Pro Forma Section A.6.a page 53	Reference page 53 , section A.6.a., Hardware Requirements - This appears to address hardware as would be delivered as part of an on-prem solution. Would we be able to suggest language and requirements more appropriate for a SaaS solution?	No. This would be considered an alternative proposal to the scope of the contract.
131	RFP Att. 6.6 Pro Forma Section A.6.b page 54	Reference page 54, section A.6.b, Software Requirements - Would the State be open to a vendor's submission of minimum browser requirements?	Please see response to question 130.
132	RFP Att. 6.6 Pro Forma Section A.15.c(2) page 80	Reference page 80, section A.15.c(2), Contact List - This appears to address the type of software and maintenance that would be delivered as part of an on-prem solution. Would we be able to suggest language more appropriate for a SaaS solution and the type of support services we provide?	Please see response to question 130.
133	RFP Att. 6.6 Pro Forma Section A.15.c(3)(i) page 80	Reference page 80, section A.15.c(3)(i), Contractor Personnel - This appears to address the type of support that would be delivered as part of an on-prem solution. Would we be able to suggest language more appropriate for a SaaS solution and the type of support services we provide?	Please see response to question 130.
134	RFP Att. 6.6 Pro Forma Section A.15.c(6) page 80	Reference page 80, section A.15.c(6), Proactive Monitoring - Is there opportunity to discuss how this would work? We have a service level agreement that applies to all of our customers.	The State will not accept alternative agreements as part of the proposal or as part of the final contract. The Contractor has latitude to decide how that monitoring will look - as long as they use diagnostics tools that meet the State's security guidelines and the

			Contractor does not rely exclusively on the State to notify of System problems.
135	RFP Att. 6.6 Pro Forma Section A.15.c(7) page 80	Reference page 80, section A.15.c(7), System Availability - This appears to address the type of support that would be delivered as part of an on-prem solution. Would we be able to suggest language more appropriate for a SaaS solution and the type of support services we provide?	Please see response to question 130.
136	RFP Att. 6.6 Pro Forma Section A.15.c(8) page 80	Reference page 80, section A.15.c(8), System Hardware Availability - This appears to address the type of support that would be delivered as part of an on-prem solution. Would we be able to suggest language more appropriate for a SaaS solution and the type of support services we provide?	Please see response to question 130.
137	RFP Att. 6.6 Pro Forma Section A.15.c(9) page 81	Reference page 81, section A.15.c(9), Delivery of Support Services - Is there opportunity to discuss how this would work? We have a service level agreement that applies to all of our customers. With a SaaS solution it is difficult to provide different standards to different customers.	Please see response to question 130.
138	RFP Att. 6.6 Pro Forma Section A.15.c(10) page 82	Reference page 82, section A.15.c(10), Delivery of Support Services for System Hardware - This appears to address the type of support that would be delivered as part of an on-prem solution. Would we be able to suggest language more appropriate for a SaaS solution and the type of support services we provide?	Please see response to question 130.
139	RFP Att. 6.6 Pro Forma Section A.15.c(12) page 82	Reference page 82, section A.15.c(12), New Installation and Relocation Support Services - This appears to address the type of support that would be delivered as part of an on-prem solution. Would we be able to suggest language more appropriate for a SaaS solution and the type of support services we provide?	Please see response to question 130.
140	RFP Att. 6.6 Pro Forma Section A.15.d(2)(ii) page 83	Reference page 83, section A.15.d(2)(ii), System Maintenance - Can you please clarify what is meant by providing an alternative?	If a problem, defect, or error cannot be resolved with the same component in the System, then the Contractor may suggest a reasonable alternative to the component needed to resolve the issue.

141	RFP Att. 6.6 Pro Forma Section A.15.e page 83	Reference page 83, section A.15.e, Hardware Support and Replacement - This appears to address the type of support that would be delivered as part of an on-prem solution. Would we be able to suggest language more appropriate for a SaaS solution and the type of support services we provide?	Please see response to question 130.
142	RFP Att. 6.6 Pro Forma Section A.17 page 85	Reference page 85, section A.17, Warranty - This appears to address the type of warranty that would be delivered as part of an on-prem solution. Would we be able to suggest remedies more appropriate for a SaaS solution?	Please see response to question 130.
143	RFP Att. 6.6 Pro Forma Section A.18 page 86	Reference page 86, section A.18, Inspection and Acceptance - This appears to address the process that would be followed for an on-prem or hardware-based solution. Would we be able to suggest language more appropriate for a SaaS solution?	Please see response to question 130.
144	RFP Att. 6.6 Pro Forma Section C.8 page 89	Reference page 89, section - C.8, Deductions - Can you please clarify in what circumstances this would apply? We would not anticipate owing any money to the state.	This applies in situations where the Contractor owes the State money for whatever reason. The State can deduct amounts owed under this contract (or any other contract) to offset the amounts owed to the State. If the Contractor does not owe money to the State, this provision would have no impact
145	RFP Att. 6.6 Pro Forma Section D.4. page 90	Reference page 90, section D.4, Subject to Funds Availability - Given the last sentence, we would usually want to be able to recover actual reasonable costs incurred with closing out the contract – would that be acceptable?	No. If the contract were to be terminated for lack of funds, there would inherently be no funds with which to pay. The provision spells out what the Contractor would be entitled to in this situation, which would be goods delivered/services satisfactorily provided, but costs associated with "closing out the contract" are not included.
146	RFP Att. 6.6 Pro Forma Section D.6. page 90	Reference page 90, section D.6, Termination for Cause - Would it be appropriate to include a notice and cure period?	A notice and cure period has been added, please see section 9 of this Amendment.
147	RFP Att. 6.6 Pro Forma Section D.17. page 92	Reference page 92, section D.17, Limitation of State's Liability - What would the maximum liability be?	The final maximum liability will depend on the cost proposal of the awarded respondent

148	RFP Att. 6.6 Pro Forma Section D.18. page 92	Reference page 92 , section D.18, Limitation of Contractor’s Liability - What would the maximum liability be? We typically have a cap on liability at 12 months of fees.	Please see response to question 147. The provision will remain unchanged and any change proposed during negotiations after award would be deemed substantial
149	RFP Att. 6.6 Pro Forma Section D.19. page 92	Reference page 92, section D.19, Hold Harmless - This seems to apply to an on-prem solution. Would we be able to suggest language more appropriate for a SaaS solution?	No changes will be allowed to be made to this provision
150	RFP Att. 6.6 Pro Forma Section D.20. page 92	Reference page 92, section D.20, HIPAA Compliance - How should we address if we are not subject to HIPAA and not handling any health information?	This provision states that the Contractor will comply with HIPPA/HITECH/Other Applicable Privacy regulations--if those statutes are not applicable, then the Contractor will not have an obligation.
151	RFP Att. 6.6 Pro Forma Section D.32. page 95	Reference page 95 , section D.32, Insurance - Would it be possible to include the State as an additional insured rather than named?	Yes, including the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance is acceptable
152	RFP Att. 6.6 Pro Forma Section E.3 page 98	Reference page 98, section E.3, State Ownership of Goods - This seems to apply to an on-prem solution. Would we be able to suggest language more appropriate for a SaaS solution?	Please see response to question 130.
153	RFP Att. 6.6 Pro Forma Section E.5 page 99	Reference page 99, section E.5, Software License Warranty - This seems to apply to an on-prem solution. Would we be able to suggest language more appropriate for a SaaS solution? The use is meant to be limited to the purpose set forth in this agreement.	Please see response to question 130.
154	RFP Att. 6.6 Pro Forma Section E.7 page 99	Reference page 99, section E.7.a(3) - Is FedRAMP compliance required? Typically, FedRAMP compliance requires sponsorship by a federal agency. Will systems and infrastructure meeting CJIS Security Standards suffice?	FedRAMP compliance is required
155	RFP Att. 6.6 Pro Forma Section E.7 page 100	Reference page 100, section E.7.a(6) - Given the data we hold, it might take longer to fully transfer and destroy. Is the State open to providing a longer period of time if required.	This section is not referring to the length of time to destroy the data. It references the length of time to provide written documentation when it has been destroyed.
156	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	How many dispatch/call taker consoles (hardware) will be deployed?	Estimated 40

157	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	How many dispatchers will log into the CAD system?	Estimated 102, up to 40 concurrent
158	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	How many total users will log into the 911 system?	Estimated 102, up to 40 concurrent
159	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	How many total users will log into the Mobile data system (mobile devices, mobile data computers)?	Estimated 900, up to 600 concurrent
160	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	How many total users will log into handheld devices (IOS and Android)?	Estimated 900, up to 600 concurrent
161	RFP Att. 6.6 Pro Forma Scope, Section A.3.c page 51	<p>On Page 51, Pro Forma Section A.3c regarding interfaces to the proposed solution, the section starts "The Contractor shall collaborate..." and then lists 8 different systems, but also says interface "as needed". Can you clarify if the intent is for this acquisition to include the configuration, development, implementation and activation of all of these interfaces as part of the purchase or is the intent that we agree we will include the collaboration as needed on adding the interfaces at a later point in the project or after project delivery (such as creating Interface Requirements Detail, dependencies, scope of work to create, and providing the ultimate costs for installation and on going maintenance of the interface)?</p> <p>a. As a follow-up on interfaces, if the intent is to provide and activate complete interfaces, we will need to know the specifics on each interfaced system including the system name and version being operated, method of connectivity, functional intent of the desired interface (one-way, two-way, data feed, etc.) and will most likely need more detailed information pertaining to each system to properly estimate the level of effort that will be involved in providing a working solution.</p>	<p>No, the acquisition does not include the configuration, development, implementation, and activation of all of these interfaces.</p> <p>To answer question 161.a.: See Response to question 11.</p>

162	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	Will the State provide the make/model and specifications of the Telecommunicator Workstation they plan to provide? We would want to ensure there is no known compatibility problems between State provided Workstations and the various equipment that will be connected (quad video card supports the type of connections the monitors are best suited for, proper amount (and type) of ports for connection of peripherals, etc.)	The State is not able to provide the requested information at this time. The State will work with the Contractor to ensure compatibility.
163	RFP Att. 6.6 Pro Forma Section A.11 page 75	Pro Forma Section A.11 Implementation and Installation subsection (a) states "Key project personnel agreed upon by the Contractor and the State shall be located at a State facility throughout the duration of the project from design to full implementation." Is it acceptable if key project personnel are on-site to perform only those tasks that must be performed on-site and tasks that can be performed remotely are done remotely? Or does this mean the State expects key project personnel to perform all tasks on-site or that key project personnel MUST work from State facility(ies) full-time?	Yes, the State expects all key project personnel as agreed upon by the State and Contractor to be on-site at a State facility for the duration of the project and that key project personnel as agreed upon by the State and the Contractor are not eligible to do remote work.
164	RFP Att. 6.6 Pro Forma Section A.15.c(3)(i) page 80	Pro Forma Section A.15 c.(3).i Contractor Personnel: stated: "The Contractor shall assign on-site personnel who shall be responsible for the oversight of all day-to-day operations during pre-implementation, implementation, and for a period of ninety (90) days post implementation;" Which day-to-day operations are on-site Contractor resources expected to perform?	Be there to support day-to-day operations performed by telecommunicators in responding to questions, troubleshooting product issues and best practice cases that may come up
165	RFP Att. 6.6 Pro Forma Section A.12.c(3) page 77	Pro Forma Section A.12.c (3) states ten (10) Train the Trainer courses shall be provided so those participants can conduct End User Training but A.12.c (4) indicates the Vendor shall provide End User Training. Please clarify.	We expect the vendor to provide both, so that any current end user or newly onboarded end users can be trained by those who attend the Train the Trainer sessions

166	RFP Att. 6.6 Pro Forma Section A.12.c(4) page 77	Pro Forma Section A.12.c (4). If Vendor is required to perform (40) End User classes, are (40) classes required for NG911, CAD and Mobile end users?	Yes, 40 classes are required for NG911 and CAD; however, these two can be covered in the same class. 40 classes are needed for end users and 40 classes are needed for mobile end users. The 40 classes are spread throughout the term of the contract.
167	RFP Attachment 6.2 Section C, Section C 18	In Evaluation Guide, C.18 Provide a narrative that describes how the Respondent shall meet the GIS requirements in Pro Forma Section A.7.b.(1)(v.). -- Is the reference correct or the correct reference to A.7.b.(1)iii?	The correct Pro Forma contract section reference is A.7.b.(1)iii. See section 4 of this amendment
168	RFP Att. 6.6 Pro Forma Section A.7.b(1)iii page 58	Section A.7 b (1) iii (a) Should the vendor plan on providing a commercially available base map (including street centerlines) or will the vendor need to utilize the STS-GIS data for the base map?	The vendor shall provide the base map.
169	RFP Att. 6.6 Pro Forma Section A.9.c. page 73	Pro Forma Section A.9.c. states the draft Comprehensive Project Management Plan shall be submitted within twenty (20) days of the Effective date and Section A.16.b(1) states that document shall be submitted within thirty (30) days of the Effective Date. Thirty (30) days is a more reasonable time frame for that extensive document. Please confirm which timeframe is correct.	Both are correct. A draft is due within twenty days and the final product is due within thirty days.
170	RFP Att. 6.6 Pro Forma Scope, Pages 48-86	1. In multiple sections (as listed below) in the requirements the statement "...based on parameters defined by the State" is made. Is the intent of that statement to ensure that there are capabilities to define the functionality that the state will be able to choose from or are there specific functional parameters the state intends to require? If there are specific items required for each section listed will you detail those expected configuration parameters otherwise is detailing the capabilities in each area acceptable in our response? a. A.4 n. The System shall configure function and short-cut keys utilizing parameters defined by the State. b. A.7.b.(2).v.(l) Requiring of mileage	Detailing the capabilities in each area is acceptable. The intent is to define the functionalities of each area for the State to choose from.

		<p>entry based on parameters defined by the State; and</p> <p>c. A.7.b.(2).ix.(j) Ability to assign or stack multiple CAD events to a single Field Responder based on State defined parameters;</p> <p>d. A.7.b.(2).ix.(o) Ability to configure multiple timers based on Field Responder status and CAD event type, based on parameters defined by the State.</p> <p>e. A.7.b.(2).xiii. Ability to define unit status transitions according to State defined parameters;</p> <p>f. A.7.b.(2).xiv.(a) Ability to assign by type, capability, equipment, personnel capabilities, AVL, groups, and premise-based response plans— all which can be adjusted based on intervals or other parameters determined by the State; and</p> <p>g. A.7.b.(2).xvi The ability to rotate workload distribution to Field Responders based on parameters defined by the State;</p>	
<p>170 continued</p>	<p>RFP Att. 6.6 Pro FormaScope, Pages 48-86</p>	<p>h. A.7.b.(2). xvii. Ability for conditional availability of equipment or apparatus based on parameters defined by the State;</p> <p>i. A.7.b.(2). xix.(b) Ability to make changes in response recommendations based on the parameters defined by the State;</p> <p>j. A.7.b.(2).xxv.(i) Ability to remove and suspend resources based on parameters defined by the State;</p> <p>k. A.7.b.(2).xxv.(k) Ability to skip, cancel, and manually and automatically re-order the resource rotation and log reason codes and supplemental information for each action, based on parameters defined by the State.</p> <p>l. A.7.c.(2).iv. Data parameters—as further defined by the State—entered into a CAD event shall not have the ability to be deleted;</p> <p>m. A.7.c.(2).vi.(c) Requiring a mileage entry based on parameters defined by</p>	

		<p>the State;</p> <p>n. A.7.d.(2).iv. Data parameters—as further defined by the State—entered into a CAD event shall not have the ability to be deleted;</p>	
170 continued	RFP Att. 6.6 Pro FormaScope, Pages 48-86	<p>o. A.8.a.(2)The State shall have the ability to create customized reports based on parameters determined by the State, using data fields and search parameters embedded in the software application, enabling the extraction of data in a variety of ways;</p> <p>p. A.8.a.(5) The Contractor shall collaborate with the State to establish the ability to schedule reports based on parameters defined by the State. Scheduling parameters and retention periods for reporting shall be approved in writing by the State prior to implementation.</p>	
171	RFP Att. 6.2 Section D, Pages 33-35	<p>In preparation for advancing to the Oral Presentation, does the state plan on providing a specific order or format (commonly called a demo script) that each proposer will be expected to follow (or are we to prepare to ensure our presentation addresses the listed sections)? If there will be additional direction regarding the oral presentation, will this include specific system configurations that portray current dispatch - such as geography, unit call-signs, incident types, resource rotations, etc.? If such in depth specific configuration is required we would request that information as soon as possible for the preparation of our demo team to meet the State's needs.</p>	RFP Attachment 6.2 Section D lists all items that will need to be addressed in the Oral Presentation.

3. **Delete RFP Attachment 6.3 Cost Proposal in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

RESPONDENT LEGAL ENTITY NAME:										
Cost Item Description	Proposed Cost							State Use ONLY		
	Contra ct Year 1	Contra ct Year 2	Contra ct Year 3	Contra ct Year 4	Contra ct Year 5	Contra ct Year 6	Contra ct Year 7	S u m	Evalu ation Facto r	Evalu ation Cost (sum x factor)
System Planning, Configuration, Development, and Implementation Phases (see <i>Pro Forma</i> Section A.16.b thru e.)	\$ / TOTAL								1	
Monthly fee for Telecommunicator Workstation Hardware (see <i>Pro Forma</i> System A.6.a(2)i(a) through A.6.a(2)i(f))	\$ / Workst ation per month		600							
Monthly Fee for ECC Hardware (see <i>Pro Forma</i> Section A.6.a.(2).	\$ / ECC per month		48							
Monthly fee for Individual Telecommunicator Hardware (see <i>Pro Forma</i> System A.6.a(2)i(h))	\$ / UNIT per month		1500							
Annual System Software for Telephony and CAD for Telecommunicator s (see <i>ProForma</i> Sections A.7.a. and A.7.b.)	\$ / USER		125							
Annual System Software for CAD for Field Responders (see <i>ProForma</i> Section A.7.c.)	\$ / USER		1,000							

RESPONDENT LEGAL ENTITY NAME:											
Cost Item Description	Proposed Cost							State Use ONLY			
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7	Sum	Evaluation Factor	Evaluation Cost (sum x factor)	
Annual System Software for CAD for Mobile Applications (see <i>ProForma</i> Section A.7.d.)	\$ / USER		50								
Data Storage (see <i>ProForma</i> Sections A.7.a through A.7.c.)	\$ / USER		1,125								
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):											
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.											
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$								x 30 (maximum possible score)	=	SCORE:	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>											

4. Delete RFP Attachment 6.2 Section C, Subsection C. 18 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

	C.18.	Provide a narrative that describes how the Respondent shall meet the GIS requirements in <i>Pro Forma</i> Section A.7.b.(1)iii.		2	
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5. Delete RFP Attachment 6.6 Pro Forma Section A.2. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. Account Administrator is an individual who has the ability to configure modules within the System and add and delete End Users as well as manage roles for access to the System.

- b. Active Directory is the State's consolidated list of domain users.
- c. Automated License Plate Readers ("ALPRs") are cameras that use optical character recognition to read vehicle license plates.
- d. "ANI" means automatic number identification.
- e. "ALI" means automatic location identification.
- f. "APCO" means Association of Public Safety Communications Officials.
- g. Automated Secure Alarm Protocol ("ASAP") is a process for sending information from alarm monitoring companies through a secure delivery method directly to a PSAP's or ECC's CAD System.
- h. Automated Vehicle Location ("AVL") is a general term that describes the tracking of vehicles.
- i. Base Map is a background image that provides context for an End User. Information can be added to a Base Map by adding additional layers on top of it.
- j. Computer Aided Dispatch ("CAD") is a computer based system, which aids Telecommunicators and Field Responders by automating dispatching and record keeping activities.
- k. Communication Management Plan is a document that shall define the information and communication needs of State designated personnel, including those who need access to specific System and/or project related information, when information is needed, and how the information shall be provided to the State on a monthly or weekly basis. The Communication Management Plan may include updates to reflect current project status.
- l. Comprehensive Project Management Plan is a formal, approved document that defines how a project is executed, monitored, and controlled.
- m. Configuration Management Plan is a document that shall define the Contractor's approach for version control of all deliverables, including changes to the project's requirements, and other documentation. The plan shall not include the State's infrastructure.
- n. Computer Aided Dispatch/Next Generation 9-1-1 System ("System") is a complete System comprised of hardware and software, and includes the following functionalities:
 - (1) Telephony;
 - (2) Computer Aided Dispatch ("CAD") for Telecommunicators;
 - (3) CAD for Field Responders; and
 - (4) CAD for mobile devices.
- o. Data Management Plan is a document that outlines how data shall be handled during a project, as well as, after a project is completed. The plan takes into consideration data management, metadata generation, data preservation, and analysis before a project begins to ensure that data is well-managed during the project and prepared for preservation in the future.
- p. Emergency Communication Centers ("ECCs") are call centers responsible for answering calls for assistance placed to an emergency telephone number for first responders.

- q. Emergency Services IP Network (“ESInet”) is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies, which provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, NG9-1-1 services.
- r. End User is any individual authorized to utilize the System, to include a Field Responder, Telecommunicator, or State designated personnel.
- s. Field Responder is an individual performing the essential functions and duties associated with calls for assistance outside of an ECC.
- t. Geographic Information System (“GIS”) is a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.
- u. Global Positioning System (“GPS”) is a network of satellites that provide a time signal that can be correlated to determine a precise physical location on the planet.
- v. Implementation Plan is a document that shall identify the goals and objects (both short and long-term), list the project tasks, define roles and responsibilities, outline the budget and necessary resources, and list any assumptions related to the project.
- w. Installation Management and Implementation Plan is a document that shall include objectives, timetables, milestones, staffing, and other requirements necessary for the installation of all System Hardware and software.
- x. Issue and Resolution Action Plan is a document that shall document the Contractor’s approach for the recording, resolution, management, and electronic storage of reported issues, or Defects, as part of the Contractor’s Comprehensive Project Management Plan. The issue log, or equivalent, shall have a minimum of the following fields: issue date, reported by, issue title, issue description, priority (critical, high, medium, or low), due date, and resolution date.
- y. Master Project Work Plan is a document that shall include all known tasks, duration estimates, and resource loading for the duration of the project, including the critical path time line in order to successfully meet the deliverables’ and milestones’ expectations. The Master Project Work Plan shall be maintained by the Contractor, with any required assistance from State designated personnel throughout the project.
- z. Multimedia Messaging Service (“MMS”) is a standard way to send messages that include multimedia content to and from a mobile phone over a cellular network.
- aa. National Crime Information Center (“NCIC”) is an electronic clearinghouse of crime data provided by the Federal Bureau of Investigation that can be accessed by all criminal justice agencies nationwide at any time. Criminal justice agencies enter records into this database, and the database is accessible to law enforcement agencies nationwide.
- bb. “NENA” means National Emergency Number Association.
- cc. Next Generation 9-1-1 (“NG9-1-1”) is comprised of ESInet, IP-based software services and applications, databases and data management processes for delivery of a 9-1-1 call request for assistance that are interconnected to public safety answering point (“PSAP”) and/or ECC premise equipment. NG9-1-1 provides location-based routing to the appropriate emergency entity; it uses additionally available data elements and business

policies to augment emergency call routing. NG9-1-1 delivers geodetic and/or civic location information and the call back number.

- dd. Operations Management Plan is a document that shall include change management process, patch management (if necessary), version control processes that include application software, operating system, database, System server software, System documentation updates, data access documentation, updates, and other related information.
- ee. Privacy Laws shall refer to any applicable laws and regulations regarding privacy including HIPAA and HITECH
- ff. Project Charter is a statement of the activities, objectives, and participants in a project.
- gg. Project Management Institute (“PMI”) is a global nonprofit professional organization for project management.
- hh. “PSAP” means Public Safety Answering Point.
- ii. Quality Management Plan is a document that shall provide guidance for a project management team regarding the execution of quality management and quality assurance activities concerning a project.
- jj. RapidSOS is the emergency technology company that provides a direct data link from connected devices to 9-1-1 and first responders.
- kk. Risk Management Plan is a document that shall define the process to identify, analyze, prioritize, plan, and monitor any type of risks (e.g., security, hardware, resource, etc.) that can negatively impact the overall project timeline up to implementation of the System.
- ll. Short Message Service (“SMS”) is a text messaging service component of most telephone, internet, and mobile device systems.
- mm. Spares mean the Contractor provided replacement parts inventory on hand for the life of the Contract.
- nn. “SOPs” mean Standard Operating Procedures.
- oo. Staffing Management Plan is a document that shall identify roles, responsibilities, and availability of all project staff, including subcontractors.
- pp. Steering Committee is a committee made up of State designated personnel that shall decide on the priorities or order of business for the State in conjunction with managing the general course of operations for the State.
- qq. System Administrator is an individual who is responsible for the configuration of the System.
- rr. Support Management Plan is a document that shall clarify how the Contractor shall provide the maintenance and support as further described in section A.9.
- ss. Telecommunicator is an individual performing the functions associated with an ECC (i.e., call taking, dispatching, radio communications, etc.).
- tt. Telecommunicator Workstation shall be comprised of a computer, keyboard, mouse, and monitors.

- uu. “TTY” means teletypewriter.
- vv. “TTD” means telecommunications device for the deaf.
- ww. Tennessee Business Solutions Methodology (“TBSM”) is the process that provides the framework that is used by the State for initiating, planning, executing, monitoring, controlling, and closing successful information technology projects.
- xx. Tennessee Integrated Traffic Analysis Network (“TITAN”) is a suite of tools developed for the electronic collection, submission, dissemination, and management of all traffic safety related data in Tennessee.
- yy. Test Management Plan is a document that shall detail the testing requirements, which are the activities, schedule, dependencies, risks, and contingencies, assumptions, and assigned resources with roles and responsibilities required to conduct testing. These testing requirements shall be completed during pre- and post-implementation.
- zz. Training Management Plan is a document that shall detail the objectives, requirements, strategy, and tools and techniques that shall be utilized by the Contractor to carry out training prior to and post implementation. The Training Management Plan shall also contain a task responsibility matrix to clarify which training will be conducted by specific Contractor personnel, as well as, track the completion of any required training.

6. Delete RFP Attachment 6.6 Pro Forma, section A.4.s in its entirety

7. Delete RFP Attachment 6.6 Pro Forma Section A.7.b.1. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- (1) General Requirements. The following general requirements shall be met:
 - i. Have the ability to track and log all activities;
 - ii. Shall provide System-wide search for State designated personnel;
 - iii. Meet the following Geographic Information System (“GIS”) requirements:
 - (a) Provide a current Base Map;
 - (b) Provide current routable data layer;
 - (c) Ingest State GIS data layers provided by the strategic technology services (“STS”)-GIS services through an environmental systems research institute (“ESRI”) representational state transfer (“REST”) endpoint, and **ortho imagery** services through a web map tile service (“WMTS”); (update blue item)
 - (d) Update all State provided and Contractor provided GIS data layers a minimum of two (2) times each year of the Contract at times determined by the State;

8. Delete RFP Attachment 6.6 Pro Forma Section A.7.c.1. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- (2) General Requirements. The following general requirements shall be met:
- iv. Have the ability to track and log all activities;
 - v. Shall provide System-wide search for State designated personnel;
 - vi. Meet the following Geographic Information System (“GIS”) requirements:
 - (a) Provide a current Base Map;
 - (b) Provide current routable data layer;
 - (c) Ingest State GIS data layers provided by the strategic technology services (“STS”)-GIS services through an environmental systems research institute (“ESRI”) representational state transfer (“REST”) endpoint, and **ortho imagery** services through a web map tile service (“WMTS”); (update blue item)
 - (d) Update all State provided and Contractor provided GIS data layers a minimum of two (2) times each year of the Contract at times determined by the State;

9. Delete RFP Attachment 6.6 Pro Forma Section D.6. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract, or if the Contractor materially violates any terms of this Contract (“Breach Condition”), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor and the State may seek other remedies allowed at law or in equity for breach of this Contract.

10. Delete RFP Attachment 6.6 Pro Forma Section E.7 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

E.7. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

- a. “Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.
 - (3) The Contractor shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program (“FedRAMP”). A “Security Management Certification” shall mean written confirmation from FedRAMP that

FedRAMP has assessed the Contractor's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and has certified that the Contractor meets FedRAMP standards. Information technology "Infrastructure" shall mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Contractor shall provide proof of current certification annually and upon State request. No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment, **subject to a separate Statement of Work**. The Contractor shall be required to fix any discrepancies identified by the State within an allotted time to be determined by the State.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- a. 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 as amended periodically. 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>.
- b. The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- c. If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: **FIVE (5) MINUTES**
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: **FIVE (5) MINUTES**

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

11. **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.