



STATE OF TENNESSEE  
Department of Safety and Homeland Security

**REQUEST FOR PROPOSALS # 34901-01140  
AMENDMENT # 4  
FOR COMPUTER AIDED DISPATCH/NEXT  
GENERATION 9-1-1 SYSTEM**

DATE: 7/20/2020

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 <u>and</u> 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	RFP Section 6.3 Cost Proposal	Please clarify the unit of the evaluation factor for Annual System Software for CAD for Mobile Applications (see Pro Forma Section A.7.d.) of the Cost Proposal Schedule. The factor is fifty (50) but Amendment 3 states there will be 900 users.	The Evaluation Factor for this line item should be 900. Please see Amendment 4 section 5.
2	RFP Section 6.3 Cost Proposal	Please clarify the unit of the evaluation factor for Monthly fee for Telecommunicator Workstation Hardware (see Pro Forma System A.6.a(2)i(a) through A.6.a(2)i(f)) of the Cost Proposal Schedule. The factor of fifty (50) seems to indicate 50 workstations but Amendment 3 states there are approximately 40 workstations.	The Evaluation Factor of 600 for this line item was derived by using 50 as the number of workstations x 12 months in a year. Yes, Amendment 3 indicates 40 as the approximate number of workstations, 50 allows for growth and expansion.
3	RFP Section 6.3 Cost Proposal	Please clarify the unit of the evaluation factor for Annual System Software for CAD for Field Responders (see Pro Forma Section A.7.c.) of the Cost Proposal Schedule. This seems to indicate 1,000 users when there are 800 positions per Amendment 3.	Yes, Amendment 3 indicates 800, the Evaluation Factor of 1.000 allows for growth and expansion.
4	Amendment 3 of RFP 34901-01140 Q. 51	Per Amendment 3, Question 51: Please confirm Workstations still encompass the computer (PC) per the original RFP and that those computer (PCs) will still be provided by the State.	Yes, as defined a "Telecommunicator Workstation" encompasses a computer, keyboard, mouse, and monitor. Please see Amendment 4 for further clarification. The State will be providing the computer, and

			the Contractor will be providing what is noted in Pro Forma Contract Section A.6. Please see Sections 3 and 4 of this Amendment.
5	RFP Pro Forma, Section E.7, a.3	<p>In the first round of questions, we asked "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?" Your response was as follows: "No, it's not required at response submission. But is required by contract execution." We would like to further expand on this discussion as follows: Currently, our CAD solution is hosted in a FedRAMP certified Microsoft Azure data center, certifying that the hardware and operating systems we run on meet the FedRAMP certification. Section E.7, a.3 of the proforma states that "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." Since we are not aware of any competitor's CAD software being FedRAMP certified, is the intent of the word "software" meant to cover the operating system (Infrastructure as a Service), or does it include the CAD based application itself? FedRAMP certifications take years to be approved, and asking this certification be completed by contract signature is not attainable.</p>	it is meant to refer to the infrastructure.
6	RFP Pro Forma, Section A.6	In our original questions, we asked "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?" and you answered "No, bidders should not plan on providing their own workstations. Desks and furniture are not part of this procurement	If a dedicated call taking appliance is a component of System Hardware, it would be acceptable as a piece of System Hardware described in Pro Forma Contract Section A.6.a.(2).

		and State provided workstations (desk and furniture) will not change." Our intent is to provide the dedicated call taking appliance that will run the 911 phone software on at each 911 position. Is that acceptable?	
7	RFP Section 6.3 Cost Proposal	Are the counts listed in evaluation factor intended to be the counts of each elements. For example on Monthly fee for Telecommunicator Workstation Hardware (see Pro Forma System A.6.a(2)i(a) through A.6.a(2)i(f)) the evaluation factor is 600. Is it the intent of the state that for the items listed in A.6.a(2)i(a) through A.6.a(2)i(f)) that the contractor provide 600 of each of the elements? While we understand that this evaluation factor is not a commitment, is it intended to define the quantity to be priced?	No, it is not the intent of the State for the Contractor to provide 600 each of the elements indicated in the question. The Evaluation Factor of 600 was derived by using the number 50 for workstations x 12 months in a year. Please see the response to Question 2.
8	RFP Pro Forma Section C. 5	In lieu of providing a specific deadline for the State to pay invoices, the Pro Forma Contract sets out a series of requirements for the format and content of invoices which must be met before the State will pay an invoice. Specifically, Section C (5) of the Contract provides: "The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5". The language of Section C (5) indicates that compliance with the minimum invoicing requirements will trigger payment of the invoice. The State has absolute discretion to determine if an invoice meets the requirements of C(5) and has no incentive to make such a determination quickly or efficiently. The time for the payment of the invoice is irrelevant under this paradigm. In its original response to Q 49, the State suggested: "The Prompt Pay Act applies regardless of its inclusion in the contract. At this time the State will not be adding the clause". This assertion by the State may not	The statement by the State is accurate - See TCA 12-4-703. If no timeframe is specified in the contract, the Agency has 45 days from receipt of a complying invoice to pay for the goods or services. C.5(c) also states that the timeframe for payment begins when the State is in receipt of an invoice meeting the minimum requirements listed in C.5(a). As long as requirements of C.5(a) are met for the invoice, the timeframe for payment would begin. If a specific timeframe was listed in the contract, that would control, but there is no difference in specifically mentioning the Prompt Pay Act and remaining silent. This is the standard language for all State contracts.

		<p>be accurate. Typically, Prompt Payment Act provisions are triggered as a default, to the extent that a contract with a government entity does not include any payment terms. Compliance with the minimal requirements of Section C(5) of the Pro Forma Contract (as opposed to a specific number of days) defines when an invoice will be paid. Without clarification that the Prompt Pay Act controls for invoices meeting the prerequisites of Section C (5), the Pro Forma Contract remains ambiguous and confusing and will likely give rise to ongoing disputes about whether invoices are timely paid. This lack of clarity works to the detriment of both parties to the contract and ultimately penalizes the Contractor who will be distracted having to justify when payment for goods and services is due. Clearly the State does not intend for this unfortunate result. An affirmative statement that the Tennessee Prompt Pay Act is applicable in Section C(5) would should be an easy corrective to this problem.</p>	
9	RFP Pro Forma Section C. 5	<p>By requiring Contractor to submit invoices no later than 30 days after goods or services are delivered and accepted, the Contractor may be precluded from billing for services rendered and goods delivered due to internal billing system cut-off dates. As an alternative, would the State consider a 60 day deadline for billing?</p>	<p>The State is obligated to pay for any goods and services it has received. This is the State's standard invoicing requirement. 30 days should be enough time to send any invoice. We will not be altering the deadline.</p>
10	RFP Pro Forma, Section E.7.b.	<p>In the first round of questions, we asked: "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 any time and the Contractor may not be aware." The State's response was: "Please see response to question 41.</p>	<p>The EISP version at signing will be the version required to adhere to throughout the term of the contract. The EISP will remain the same and will not be amended.</p>

		<p>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." The Contractor further explains its concerns as follows: The State is requiring the Contractor and all data centers used by the Contractor to comply with the State's Enterprise Information Security Policies ("EISP"), as amended from time to time. How will the Contractor know when the EISP are amended? Does the State have a process for notifying or allowing vendors to receive automatic notifications of changes to EISP? Contractors should not commit to comply with changes in policies without having knowledge of the changes.</p>	
11	RFP Pro Forma Section D. 30	<p>As to Section D.30 (c) -If bidders are discouraged from redlining or making changes to the pro forma contract, what clarifications or modifications would or could Contractor propose? We understand the intent of D.30, but are still confused as to the purpose of D.30(c).</p>	<p>D.30 is meant to capture what is outlined in the section. In reference to clarifications or modifications, this is intended to capture any clarifications the state requests regarding a respondents proposal and any subsequent modifications to a proposal at the request of the State such as removing mentions of cost or a counter proposal that was left in the technical proposal. No redlines are permitted as part of a proposal, but may be presented by the intended Awardee and considered by the State as long as the change is not substantive. The State has the sole authority to determine what constitutes a substantive change.</p>
12	RFP Attachment	<p>While we understand that each monthly and annual recurring fee</p>	<p>There are three (3) line items that use the phrase "Monthly Fee":</p>

	<p>6.3 Cost Proposal</p>	<p>references elements in the Pro Forma Contract, these elements don't always represent the monthly or annual billing items. Please clarify what is included intended to be included in each of the monthly and annual recurring line items.</p>	<p>Telecommunicator Workstation Hardware, ECC Hardware, and Individual Telecommunicator Hardware. Telecommunicator Workstation Hardware includes those items the Contractor will be providing as System Hardware noted in the referenced sections of Pro Forma Contract Section A.6. Please see the response to Question 2 about the Evaluation Factor for this line item. ECC Hardware includes those items the Contractor will be providing as ECC Hardware noted in the referenced sections of Pro Forma Contract Section A.6. The Evaluation Factor of 48 for this line item is derived by using the number of ECCs (4) x 12 months in a year. Individual Telecommunicator Hardware includes those items the Contractor will be providing as indicated in Pro Forma Contract Section A.6.a.(2)i.(h). The Evaluation Factor of 1500 is derived by using the number of users (125) x 12 months. There are three (3) line items that use the phrase "Annual System Software" and ask for a proposed cost per user: Telephony and CAD for Telecommunicators, CAD for Field Responders, and CAD for Mobile Applications. The requirements for each of these are as described in the Pro Forma Contract sections that were referenced. The State intends for software costs to be based on a per user or per license cost that can be billed annually. Please see Section 5 of this Amendment updating the Cost Proposal Sheet.</p>
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3. Delete RFP attachment 6.6 Pro Forma Contract Section A.2.ss. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

ss. Telecommunicator Workstation shall be comprised of a computer, keyboard, mouse, and monitors **supplied by both the State and the Contractor (see Contract Section A.6.).**

**4. Delete RFP attachment 6.6 Pro Forma Contract Section A.6.a.(1) and A.6.a.(2). in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

a. Hardware Requirements.

- (1) Responsibility for Telecommunicator Hardware. The State, **and the Contractor,** shall be responsible for providing the Telecommunicator Workstations utilized by State designated personnel onsite at the State's facilities. The State reserves the right to add, change, reconfigure, consolidate, or eliminate hardware at any time to meet the best interests of the State;
- (2) Responsibility for System Hardware. **With the exception of Telecommunicator Workstations, t**~~The~~ Contractor shall be responsible for providing **all** System Hardware, as defined below in A.6.a.(2)i.. All System Hardware shall fit within existing Telecommunicator work space at each ECC. System Hardware shall include everything needed for any mounting of hardware, cables, power supplies, and peripherals for all ECCs. All Contractor-provided hardware shall meet or exceed Americans with Disabilities Act requirements. No finance leases, rent-to-own leases, any lease agreement involving a financial institution, or agreement structured as a loan shall be allowed under this Contract. No separate additional lease agreements, click wrap agreements or posting of terms and conditions on the Internet by Contractor may be required by Contractor and shall be null and void.



5. 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:	Proposed Cost							State Use ONLY		
Cost Item Description	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)
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))	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month		600	
Monthly Fee for ECC Hardware (see <i>Pro Forma</i> Section A.6.a.(2).	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month		48	
Monthly fee for Individual Telecommunicator Hardware (see <i>Pro Forma</i> System A.6.a(2)i(h))	\$ / <b>USER</b> per month	\$ / <b>USER</b> per month	\$ / <b>USER</b> per month	\$ / <b>USER</b> per month	\$ / <b>USER</b> per month	\$ / <b>USER</b> per month	\$ / <b>USER</b> per month		1500	
Annual System Software for Telephony and CAD for Telecommunicators (see <i>ProForma</i> Sections A.7.a. and A.7.b.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER		125	

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 Field Responders (see ProForma Section A.7.c.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER		1,000		
Annual System Software for CAD for Mobile Applications (see ProForma Section A.7.d.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER		900		
Data Storage (see ProForma Sections A.7.a through A.7.c.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER		1,125		
<b>TOTAL EVALUATION COST AMOUNT</b> (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:		
State Use – Solicitation Coordinator Signature, Printed Name & Date:											

6. **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.