



STATE OF TENNESSEE
 TENNESSEE DEPARTMENT OF EDUCATION

**REQUEST FOR QUALIFICATIONS # 33104-00220
 AMENDMENT # 1
 FOR E-RATE PROGRAM FOR TENNESSEE LOCAL
 EDUCATION AGENCIES - CATEGORY ONE- TEBC-
 TENNESSEE EDUCATION BROADBAND
 CONSORTIUM**

DATE: OCTOBER 29, 2020

RFQ # 33104-00220 IS AMENDED AS FOLLOWS:

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

	EVENT	TIME (Central Time Zone)	DATE (all dates are State business days)	UPDATE OR CONFIRM
1.	RFQ Issued		September 30, 2020	CONFIRM
2.	Disability Accommodation Request Deadline	2:00 p.m.	October 5, 2020	CONFIRM
3.	Pre-Response Conference	9:00 a.m.	October 8, 2020	CONFIRM
4.	Notice of Intent to Respond Deadline	2:00 p.m.	October 9, 2020	CONFIRM
5.	Written "Questions & Comments" Deadline	2:00 p.m.	October 15, 2020	CONFIRM
6.	State response to written "Questions & Comments"		October 29, 2020	CONFIRM
7.	RFQ Technical Response Deadline	2:00 p.m.	November 9, 2020	
8.	State Notice of Qualified Respondent(s) Released		November 23, 2020	
9.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		November 24, 2020	
10	End of Open File Period		December 3, 2020	
11	State sends contract to Contractor for signature		December 4, 2020	
12	Contractor Signature Deadline		December 8, 2020	

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

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

RFQ SECTION	QUESTION / COMMENT	STATE RESPONSE
Section 2.1, RFP schedule of events	<p>1 The State only allows the respondents 10 days 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 adjust their responses and pricing accordingly. As such, will the State consider extending the RFP response deadline to 3 weeks from the date answers are provided</p>	<p>The RFQ was released on 9/30/2020. With the small number of questions that were received from respondents, the State believes that the Respondents should have enough time to reconcile any updates in their drafted response and any clarifications that may constitute a change in the response.</p>
Section 2.1, RFP schedule of events	<p>2 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?</p>	<p>The State believes that one round of questions and answers is sufficient for this RFQ.</p>
Section 4.4 AND Pro Forma, D.7	<p>3 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 such work?</p>	<p>The term "Affiliate" is not used in this solicitation. Per Section D.7 of the Pro Forma Contract, the State must grant written permission for the Contractor to use subcontractors. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract.</p>
Attachment 6.2, B.13	<p>4 Will the State accept an employee industry experience biography as an alternative to a resume? Resumes contain personal information</p>	<p>Yes, this is acceptable.</p>
pro forma contract C.2	<p>5 Surcharges, such as universal service fund, as mandated by federal, state, city, local government, etc., often fluctuate. Including surcharges in the rates requires the Contractor to assume surcharges will go up, causing the rates to be inflated, and also requires IT work to create custom billing. All this creates cost for the service providers and is ultimately passed on to the State in the rates. Will the state amend this requirement to state the rates are</p>	<p>The current program pricing model includes all fees in the Contractor's pricing and the State has not seen increases in governmental surcharges as an issue. The State plans to keep the pricing model the same in the new program. Respondents are asked to submit the ceiling pricing in the catalog, but may offer</p>

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	exclusive of taxes and governmental surcharges? Since the State of TN is tax exempt, they will not be charged taxes, only applicable surcharges.	lower pricing in the mini-bid process.
pro forma contract C.5	6 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?	The State declines to make this revision. 30-days is reasonable for invoice delivery.
pro forma contract D.6	7 Would the State be willing to accept additional language in Section D.6 introducing the concept of notice and cure prior to termination for cause? Without notice and cure requirements, the State may have to terminate the Contract "immediately" without the benefit of having secured a replacement service provider.	The State declines to make this revision.
pro forma contract D.11	8 Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work 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 RIM policy does not retain all records for 5 years after the last payment, our company retains billing records for 7 years, will that be acceptable?	Only the records described in Section D.11 of the Pro Form are required for 5 years. There may be many other customer records that are kept for different time periods.
pro forma contract	9 Regarding Section D.17 and D.18: What is the definition of "Maximum Liability" in sections D.17 and D.18? The definition is necessary in order to understand the parties' respective liability exposure under the Contract.	The State estimates that the maximum liability for State agency purchases is \$235,000. This number represents the estimated purchases from the schools that are entities of State Government. Other non-State LEAs, including local school systems, charter schools, and library systems are not included in the \$235,000 estimate.
pro forma contract D.20	10 Please provide a link or otherwise clarify the meaning of and reference to privacy rules.	https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html

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D.24	11 Is the State willing to extend the timeframes beyond the one day and forty-eight (48) hour requirements set forth in Section D 24 "Force Majeure" -.	The State declines to consider this revision, as this is standard State template language.
pro forma contract D.30	12 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).	This document, Respondent's questions/comments and the State's response, would be an example of 'clarifications to the Contractor's proposal seeking this Contract' in D.30(c).
pro forma contract D.32	13 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?	The State is willing to consider minor modifications but cannot guarantee that any of the minor modifications will be acceptable to the State.
D.34	14 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 "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.	The State declines to consider this revision. An example of confidential information involved in this contract is that which falls under Section E.5 FERPA.
5.5.2	15 "Section 5.5.2. (and Section 5.5.2.2., in particular) with the emphasis on price negotiations seem to contradict the following language in "Statement of Procurement Purpose" at the beginning of this RFQ: "Cost will not be evaluated under this RFQ; however, respondents must submit a product catalog that contains maximum/ceiling prices for goods/services for which the Contractor is authorized to provide in order to participate in the USAC mini-bid process (information below)."	The State intends to publish out the successful Contractor's catalog with ceiling pricing and LEAs will conduct mini-bids to select their vendor; however, as with all State contracts, the State reserves the right to negotiate any costs that do not seem in line with industry or expected rates.
A.21	16 The disclosure of the information to be included in the quarterly reports described in Section A.21 of the Pro Forma Contract may violate FCC CPNI Rules or privacy policies of individual bidders. Would the State accept information presented in an aggregate and anonymous format so that individual customer names and specific purchases are not disclosed?	The State holds this master contract and requires the information for administrative purposes, including required reporting. The State will consider, on a case-by-case basis, allowing for information in the aggregate if it is determined by the FCC that complying with the Section A.21. requirements would be a violation of its rules. The State intends to comply with

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		all federal e-rate program requirements.
General	17 Will the State please clarify the purpose of the negotiations described in Section 5.5.2 and, possibly reconsider the need for these provisions?"	See the answer to question #15 above.
General C.1 AND D.18	18 The disclosure of the information to be included in the quarterly reports described in Section A.21 of the Pro Forma Contract may violate FCC CPNI Rules or privacy policies of individual bidders. Would the State accept information presented in an aggregate and anonymous format so that individual customer names and specific purchases are not disclosed?	See question and answer #16 above.
	19 Would you please confirm the contract period that should be quoted for this RFP? 60 months is what was mentioned during the bidder's conference.	This contract will be for a period of 60 months.
	20 Recognizing that technology changes over time, what is the process of adding/deleting products to the Service Catalog after contract signing?	There will be a process allowed for updates to the catalog in accordance with E-Rate service substitution guidelines. See Pro Forma Contract Section A.19
C.1 AND D.18	21 What is the Maximum Liability amount contemplated in Section C.1 of the Pro Forma Contract? This information is critical for potential bidders to evaluate their liability exposure under Section D.18 of the Pro Forma.	Please see the question and answer to item #9 above.
	22 Is there any way to get a list of who was on the pre-bid call for E-Rate RFQ Category One this past Friday?	No, we did not take an official roll from the pre-bid conference. Most of the callers dialed in from numbers that did not identify their names. The State will send a list of qualified respondents according to the schedule of events, currently scheduled for Nov 23, 2020.

3. **RFQ 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.