

STATE OF TENNESSEE
 TENNESSEE DEPARTMENT OF EDUCATION



REQUEST FOR QUALIFICATIONS # 33104-00420
AMENDMENT # 1
FOR E-RATE PROGRAM FOR TENNESSEE LOCAL
EDUCATION AGENCIES - CATEGORY TWO,
INTERNAL CONNECTIONS, BASIC MAINTENANCE
OF INTERNAL CONNECTIONS, AND MANAGED
INTERNAL BROADBAND SERVICES

DATE: **SEPTEMBER 22, 2020**

RFQ # **33104-00420** 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 CONFIRMS DATE
1.	RFQ Issued		August 27, 2020	CONFIRMS
2.	Disability Accommodation Request Deadline	2:00 p.m.	September 1, 2020	CONFIRMS
3.	Pre-Response Conference	9:00 a.m.	September 2, 2020	CONFIRMS
4.	Notice of Intent to Respond Deadline	2:00 p.m.	September 3, 2020	CONFIRMS
5.	Written "Questions & Comments" Deadline	2:00 p.m.	September 8, 2020	CONFIRMS
6.	State response to written "Questions & Comments"		September 22, 2020	CONFIRMS
7.	RFQ Technical Response Deadline	2:00 p.m.	October 2, 2020	
8.	State Notice of Qualified Respondent(s) Released		October 16, 2020	
9.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		October 19, 2020	
10.	End of Open File Period		October 26, 2020	
11.	State sends contract to Contractor for signature		October 28, 2020	
12.	Contractor Signature Deadline		October 30 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	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		1 Is there a prerequisite or requirement to be on existing State of Tennessee contracts, such as NASPO, for related equipment? For example for Cisco, HPE, Dell, Juniper, etc.? I didn't see anything mentioned in the RFQ document, only the requirement for E-Rate SPIN.	No, there is not a requirement to have an existing contract with the State of Tennessee.
		2 This solicitation just came across my desk this morning. Do you happen to have a recording of the pre – bid conference from yesterday? Additionally, could you supply any information that was provided to anyone so far prior to the ITR deadline, as well?	There is not a recording of the Pre-Response Conference, and it was not mandatory. The RFQ document, which contains all information regarding this solicitation, is available here: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html . A copy of the PowerPoint from the Pre-Response Conference will be provided.
		3 Are responses required from the manufacturer or authorized resellers?	Responses should be from the authorized reseller. If a manufacturer sells direct, responses from the manufacturer are also acceptable.
		4 Is this RFQ for Category 1 as well?	This RFQ is only for Category Two Services. A separate solicitation for Category One Services is forthcoming, RFQ # 33104-00220 .
3.1.4		5 Qualified respondents only – Catalog submission. What does that mean?	The catalog submission should be included in the RFQ response and only qualified respondents' catalog submissions would be opened. The catalog should be inclusive of all items the respondent can sell based on the scope of the RFQ/contract.
		6 Format of catalog submission?	See RFQ Section 3.3. 'Response Format'.
		7 What about updates to the catalogs throughout the term of the contract?	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.16.
		8 Would it be possible to get a copy of yesterday's PowerPoint presentation?	A copy of the PowerPoint presentation will be provided with this amendment.
		9 Can we separate our catalogs by tabs in a single Excel spreadsheet in our submission or does it all have to be on the same tab?	Separating by tabs is acceptable.
Attachment c Item Red C.5	22	10 Please clarify if Leased Equipment Model is the correct title for this section. It is our understanding that leased equipment does not qualify for E-Rate funding per USAC guidelines.	Leased Equipment only refers to a solution for Managed Internal Broadband Services

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			(MIBS) using equipment leased from the MIBS service provider.
Attachment R Reference Questionnaire	26	11 Reference Questionnaire, states the Respondent is responsible for enclosing the references within the Technical Proposal, but p. 27 states the individual responding to the Reference Questionnaire should email it directly to tamara.byrd@tn.gov. Please clarify if the Reference Questionnaire needs to be included in the Technical Proposal and/or emailed directly from the reference to Tamara Byrd.	The individual responding to the Reference Questionnaire needs to email it directly to tamara.byrd@tn.gov . Attachment F Reference Questionnaire has been updated accordingly.
		12 Is cabling part of this contract. If so, how should these services be priced in the context of the catalogue.	Cabling may be priced in your catalog as you would typically provide to a customer. Per foot or per drop would be common.
		13 Can pricing for manufacturer's products in the catalogue be priced as a discount off MSRP?	Ceiling pricing or not-to-exceed pricing should be listed in the catalog as a fixed number. During the mini-bid process, lower prices may be quoted to LEAs.
		14 Section A-19 states that the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services." Section A-3 states that "A manufacturer's multi-year warranty for a period up to not more than three (3) years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component." Could you please expand on the difference between the warranty periods in these two sections?	Because this solicitation will result in contracts for products and services eligible for E-Rate funding, please refer to the warranty period in section A.3 as those terms coincide with the E-Rate Eligible Services List ("ESL"). The Warranty language in A.19 and A.3 will be updated to reflect the same warranty period. See below.
		15 Should respondents submit a Certificate of Insurance (COI) with our response?	See RFQ 4.6.3
		16 Should respondents duplicate Attachment D – Catalog Submission Guide in an Excel file, or does the State have an Excel version of Attachment D that they would like respondents to use?	Respondents should create an excel file with requested information. The Required fields are listed in the attachment and a respondent may add any additional fields that may be useful to them or the LEA.
		17 Could you please confirm it is acceptable to submit a response to this RFP via Email to tamara.byrd@tn.gov and, if that is the chosen submission method by the vendor, a physical response (via USB) is not required or requested?	Only electronic submissions will be accepted. Electronic submissions should be sent directly to tamara.byrd@tn.gov
		18 In reference to the following statement, "3.3.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages.", could you please clarify what is meant by the 'separate e-mail messages' portion of that statement	The Technical Response should be sent separate from the catalog submission which includes cost. It is acceptable to send them in two separate emails to tamara.byrd@tn.gov or to send one email that contains two separate files or file

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			locations. No cost information may be included in the Technical Response.
		19 Could you clarify or give examples of licenses requested in Section 4.6.2.?	Any business or professional licenses necessary for the services and/or products that the respondent is providing. Non exhaustive examples include: county business licenses, low voltage licenses, etc.
		20 Are we able to add subcontractors, if approved by the State, over the term of the contract?	Yes, sub-contractors can be requested. When approved, they are approved for the duration of the contract, unless the approval is revoked by the State. See Section D.7 of the Pro Forma Contract.
		21 Could you please confirm that discounts off retail price (Attachment D) are not to be included as part of this response and that cost will only be scored during the "Mini-Bid" submissions?	Ceiling or not-to-exceed pricing should be included in Attachment D, but pricing is not scored. Mini-bid submission pricing provided to LEAs should be at the catalog ceiling price or lower.
		22 Referencing B.17, are we to have three forms submitted in total with one being a customer who is currently being serviced and with the other two being completed projects?	Correct, but the current customer could also provide a reference for a completed project, so it is possible that one customer could complete two of the three required forms.
		23 Are we to list the Original Equipment Manufacturer "OEM" name on Attachment D?	The Required fields are listed in the attachment and a respondent may add any fields that may be useful to them or the LEA.
		24 Is it requested that we include Letters of Authorization from our proposed OEM's for C.5?	Letters of Authorization may be included but are not required.
		25 Are we (vendors) able to add OEM's over the term of the contract?	Only items included in the Catalog response will be allowed over the term of the contract unless manufacturer substitutions are added in accordance with Pro Forma Contract Section A.16
		26 Are we (vendors) able to add new types of products over the term of the contract? For example, if we did not submit a "Caching" server initially, are we able to add that type of Category 2 Internal Connections product over the term of the contract, if approved by the State?	No, only items included in the Catalog response will be allowed over the term of the contract unless new manufacturer substitutions are added in accordance with Pro Forma Contract Section A.16-.
		27 Could you please confirm that Attachment G, RFQ #33104-00420 PRO FORMA CONTRACT, is simply provided for review so that we can list any exceptions and that no part of Attachment G is to be completed or as part of the vendor's RFQ submission?	The PRO FORMA CONTRACT does not need to be signed as part of the RFQ process. The PRO FORMA CONTRACT is included so that respondents are aware of the contract terms and can ask any clarifying questions to the State. After the RFQ process, this is the contract that will be signed by awarded vendors.

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			This RFQ does not allow for red-lines to the pro forma contract. See RFQ Section 4.4 and Section 4.8.2.
		28 Could you please confirm that Hosted Voice Over IP "VoIP" Service is not included as part of this solicitation? This question is derived from The State's previous RFQ # 33104-00116 which contained different "Areas of Focus".	This is correct, Hosted Voice Over IP "VoIP" Service is not included as part of this solicitation.
		29 Could you confirm that we put Internal Connections, Basic Maintenance of Internal Connections, and Managed Internal Broadband Services (MIBS) on the same Attachment D? If confirmed, should we notate the separate type E-Rate Category column? If confirmed, will all awarded vendors be sent the same "Mini-bid" requests? This question is derived from The State's previous RFQ # 33104-00116 which contained different "Areas of Focus".	Yes, they should all be placed on the same attachment and category type (Internal Connections, Basic Maintenance of Internal Connections, and Managed Internal Broadband Services) should be included in the E-Rate Category column. You may also choose to create a tab for each category type. All service providers, awarded a contract via this RFQ, that can sell a particular type of Category Two product or service will be sent a Mini-Bid request from the LEAs.
		30 Are we expected to submit a Certificate of Insurance with our RFQ submission, or is this only to be provided before contract signing?	See RFQ 4.6.3.
		31 If a SKU doesn't fall under an E-Rate Category (for example next generation firewall services that are not E-Rate eligible but are purchased by school districts), do we keep the E-Rate Category "blank"? How would TN DoE like us to list them?	It would be preferred to indicate N/A for 'not applicable' but blank would also be acceptable.
		32 If a SKU can serve both E-Rate Category One and Two, do we list them as both or do have duplicate entries for the same SKU, one showing E-Rate Category One, the other showing E-Rate Category Two? How would TN DoE like us to list them?	This solicitation is only for E-Rate Category Two and should only include products and services for Category Two. A separate solicitation for Category One Services is forthcoming, RFQ # 33104-00220
		33 Can you confirm "Retail Price \$" is the same as the manufacturer's list price?	Ceiling pricing (not-to-exceed pricing) should be included in Attachment D. This would be the maximum price that the contractor would quote to an LEA.
		34. Will you be requiring Letters of Authorization from equipment Manufacturers?	Letters of Authorization may be included, but are not required.

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		35. Do you want the Cost Catalogue to be submitted at the same time as the Technical Response?	Yes, but it is very important that they are submitted as separate documents or separate emails. No pricing may be included in the Technical response. See RFQ 3.1.4.
		36. Will you allow the sale of Refurbished Equipment on this contract?	No, it must be new equipment.
		37. Do you require a complete catalog file to be submitted even though pricing and items may change over time, or can we submit a link to a catalog hosted online?	Ceiling or not-to-exceed pricing should be included in Attachment D. Ceiling or not-to-exceed prices submitted in the catalog are to be firm during the term of the Contract, per Section C.2. Compensation Firm. During the mini-bid process, lower prices may be quoted to LEAs.
		38. Section C.4: Is services offered to include equipment for purchase?	Yes, this is correct.
		39. Is the intent of this RFQ to re-certify existing contractors from the current contract or issue new contracts? If so, will a new RFP be issued?	This RFQ will result in new contracts that will be used in the LEAs mini-bid process. There will not be a separate RFP.
		40. Section B.17 states that “References from at least two (2) different individuals are required.” Within the Notes area of the same section, the RFQ states that “The State will not review more than the number of required references indicated above.” Is a respondent allowed to submit more than 2 references for review, or does the State only want 2 customer references submitted?	The respondent will not be penalized for submitting more than the required number, but only the required number will be reviewed, in the order received.
		41. Section C.1 requests that respondents provide a narrative that illustrates an understanding of the State’s requirements and project schedule. Can the	The State is requesting that respondents demonstrate through a narrative response their understanding of this RFQ process, the scope and requirements of the contract, and the subsequent LEA mini-bid process required for E-Rate.

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		State please expand upon what the State would like to see in this section?	
		42. Can the State please clarify section C.5, Leased Equipment Model? Is the State referring to a leased equipment MIBS solution?	Yes, this is correct.
		43. Does the State want only 100% E-rate eligible items included in the price catalogue? Some sku numbers could be partially E-Rate eligible.	The State asks respondents to include any item that they will make available to LEAs. Some items may be partially E-Rate eligible and some items may not be E-Rate eligible. The items must be included in the catalogs in order to be part of the mini-bid process with LEAs.
		44. Can the State please confirm the process used and frequency that will be allowed for awarded contractors to update product catalogs?	Items included in the catalogs will be for the contract term. As E-Rate program compliance is a top priority of this program, only items included in the Catalog response will be allowed over the term of the contract unless new manufacturer substitutions are added in accordance with E-Rate manufacturer substitutions. Please see Pro Forma Contract Section A.16.
		45. Can the State please confirm if non erate eligible products/parts can be included for buyers for purchases of non erate funded projects under the contract?	If related to the services identified in the contract, non E-Rate eligible items may be included in the catalog, but they should be identified as N/A for 'not applicable' in the E-Rate Category section.
		46. Is there a prerequisite or requirement to be on existing State of Tennessee contracts, such as NASPO, for related equipment? For example for Cisco, HPE, Dell, Juniper, etc.?	There is not a requirement to have an existing contract with the State of Tennessee.
		47. Does the State of Tennessee have existing standards with regard to OEM or devices? If so, will you share that list of the standards, i.e. Wireless, Switching etc.?	No, the State does not have the technology policies or standards for the LEAs. Each LEA has its own enterprise network and they do not submit technology standards or diagrams to the State.

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		Do you have a list of the diagrams of your network topology?	
		48. What is the minimum term required for a leasing model? 3 years / 5 years / 10 years?	There is not a minimum term required for leasing. Leased equipment can only be provided as part of a Managed Internal Broadband Services ("MIBS") solution.
		49. What is the SLA requirement for phone / online support services business hours 9 to 5 or 24/7?	There is not a minimum SLA requirement.
		50. What is the on-site response time required for repair services ? 4 hour / Next Business Day / 7-10 Business Days?	There is not a required response time. Please list this service information in the RFQ response.
		51. Is it possible to send out a copy of the participants list for this bid?	It is not possible to send a vendor participant list out at this point.
		52. is it possible to see a successful response that you all have received?	At this point, we have not received any responses to this solicitation. See RFQ Section 2 Schedule of Events.
		53. Please explain in more detail the expected spend of \$235K for the life of the contract. How was this limit of \$235K reached and what was the vision of the spend by the people putting together the rfp? Is the \$235K per district or how is that broken out?	<p>The contract expected spend only includes the estimated spend from the five (5) State schools (School for the Blind, School for the Deaf/West Deaf, York Institute, and Achievement School District).</p> <p>All other LEAs are not included in this amount, as they make purchases directly from the vendor, but the majority use some of these contracts for their E-Rate program.</p> <p>Across the State, an estimated \$70 Million is spent through the E-Rate program, both through the State contracts and LEA procurements.</p>
		54. Please define what the non-state LEA is?	School districts in Tennessee that are not one of the five (5) State Schools.
		55. When is Phase 1 due and please clarify what is to be submitted in Phase 1? Is Phase 1 just Attachment A? My understanding is that once Phase 1 is submitted, then if you pass, you then continue in	Respondents must submit all information by 2pm Central Time on October 2 nd . See RFQ Section 2 Schedule of Events. Phase 1 and Phase 2 specifies the State process for evaluating the submitted information. Section RFQ Section 5.

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		the process and submit Phase 2 by 10/2/2020	
		56. Please confirm we are permitted to submit our response in total via e-mail only . We understand the Technical Response will be submitted separately from the Catalog Submission.	Confirmed, only electronic submissions will be accepted. It is acceptable to send a link to a shared folder containing the response documents to tamara.byrd@tn.gov or to send the response documents directly to tamara.byrd@tn.gov . Correct, the Catalog submission needs to be separate from the Technical response and no cost information should be included in the technical response.
		57. When submitting the Catalog Submission (Attachment D) per the directive on page 8/50 of the RFQ, are we required to include any labor rates at all? Or are we only required to submit the Catalog Submission exactly as directed and formatted on page 24/50 of the RFQ (without including labor rates)?	All equipment and labor should be included in the catalog submission separately if it will be quoted separately in the LEA mini-bid process. If the labor is included in the equipment price, then it would not need to be listed separately.
		58. Please confirm that reference questionnaires are only to be emailed to the Solicitation Coordinator from Respondents' references before the RFQ due date.	Only electronic submissions will be accepted. It is acceptable for the reference to send a link to a shared folder containing the response documents to tamara.byrd@tn.gov . or to send the reference documents directly to tamara.byrd@tn.gov by the deadline.
		59. Are we required to submit a Service Catalog (Catalog Submission, excluding Pricing) with our Technical Response?	They should be submitted by the RFQ deadline, but should be submitted in separate files. As long as they are separate files, the catalog should include ceiling or not-to-exceed pricing.
		60. Page 50/50 of the RFQ references "Contractor Catalog Pro Forma ATTACHMENT B." Should a document be included	The catalog should be submitted as part of the Respondent's response to the RFQ Attachment D. If awarded a contract, the respondent's catalog will be included as Attachment B in the contract.

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		after this page containing the contents of Contractor Catalog Pro Forma Attachment B?	
		61. Do we turn in all sections, even the catalog at the same time? And the catalog is viewed only if we qualify, correct?	Yes, this is correct.
		62. Can we send a hyperlink to our entire catalog, or does it have to be in excel format, and divided by each individual we represent?	Please submit in the format described in the RFQ document section 5.3 and Attachment D. It should be submitted as an excel or csv.
		63. Is the mini-bid process mandatory? When is that part due?	For the E-Rate program, it is mandatory, and is completed when LEAs have a new need for services/equipment. Depending on their local procurement policies, LEAs may buy directly from awarded contracts, without the mini-bid process, but it would not be eligible for the E-Rate program.
		64. Attachment G, pro forma contract, the mini-bid response and SOW, where does that part fit into the response? In other words, do we worry about this part in our initial response due on October 2nd, or is this part due after the Qualifications have been granted?	The mini-bid process will be completed by LEAs for after the executed contracts are completed.
		65. Section A.3 (B) – How does cabling pricing need to be proposed? Per foot or another format?	Cabling should be priced in your catalog as you would typically provide to a customer. Per foot or per drop would be common.
		66. Section A.3 (K) – How does the installation of eligible components need to be submitted? Hourly rate or per-component pricing?	Installation may be priced in your catalog as you would typically provide to a customer.

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		67.	
A.14		68. Proposes: The Contractor shall <u>reasonably</u> cooperate with LEA and SLD/USAC during audit exercises by providing documentation <u>upon thirty (30) days prior written request from the State</u> about services provided and related invoicing information including details of calculations used to produce said invoices <u>but not more frequently than once in any calendar year during the term of the Agreement.</u>	This is not acceptable. The State, LEAs, and service providers are expected to meet the requirements and the timelines of any and all FCC program audits.
C.6.		69. Proposes: A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced. <u>All amounts, including applicable taxes, are due and payable in U.S. dollars via ACH or FED wire within thirty (30) days from the date of invoice.</u>	This is not acceptable. The State does not pay taxes and the payment terms will be in accordance with the TN Prompt Pay Act.
D.18.		70. Proposes: In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two-one <u>(21)</u> times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the	This is not acceptable. The limitation of liability is in accordance with the cited statute as required by State law.

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		<p>Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor’s indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.</p>	
D.24.		<p>71. Proposes: “Force Majeure Event” means fire, flood, earthquake, pandemics, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from</p>	<p>The addition of the word “pandemics” is acceptable. The other changes will not be accepted, as the force majeure event would only excuse payment to the extent and for the duration that a force majeure event made it impossible for the State to pay, it would not completely excuse payment for services performed.</p>

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		<p>performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event. A Force Majeure Event does not excuse the obligation to make payment for services performed under this Contract.</p>	
E.2.		72. Proposes:	This will not be changed. See Section 3.4.6 of the RFQ and Section E.4 of the

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		<p>Contractor grants a license to the State to use all software provided under this Contract in the course of the State’s business and purposes <u>subject to the terms of any third-party end-user license terms.</u></p>	<p>Proforma Contract. There should be no third-party terms associated with the Contract.</p>
E.3.		<p>73. Proposes: Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in <u>its</u> to software that is <u>made</u> generally available to its customers <u>by the third-party owner of the software and subject to any third-party end-user license term.</u></p>	<p>This will not be changed. See Section 3.4.6 of the RFQ and Section E4 of the Proforma Contract. There should be no third-party terms associated with the Contract.</p>
E.6.		<p>74. Proposes: The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement <u>resulting from the services.</u> In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State’s failure to give notice. This Section</p>	<p>This clarification can be accepted as it only clarifies that the indemnity applies to IP claims made against the State resulting from the service and not <i>all</i> IP claims or suits made against the State.</p>

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		shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.	

3. Delete RFP Section A.19 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.19 Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Catalog item specifications warranty or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

4. Delete RFP Section A.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.3 Internal Connections Products and Services. The Contractor shall reply to Category 2 mini-bid process issued by LEAs as part of their pre-Form 471 application process and provide competitive pricing on one or more of the following component categories for which the Contractor has been qualified by the State to provide. Per the FCC’s 2019 ESL, the following components, services, and miscellaneous notes are included for reference as follows:

- a. Antennas, connectors, and related components used for internal broadband connections
- b. Cabling
- c. Caching
- d. Firewall services and firewall components
- e. Racks (housing eligible equipment)
- f. Routers
- g. Switches
- h. Uninterruptible Power Supply (UPS)/Battery Backup (basic only and supporting eligible equipment)
- i. Access points used in a Local Area Network or wireless Local Area Network environment (such as wireless access points)
- j. Wireless controller systems
- k. Installation of eligible components at eligible locations
- l. Training of eligible users for eligible components of Internal Connections (must occur coincident with installation of components and cannot be a stand-alone request)
- m. Software supporting the components on this list used to distribute high-speed broadband throughout school buildings and libraries (applicants should request software in the same category as the associated service being obtained or installed)

Functionalities listed above that can be virtualized in the cloud, and equipment that combines eligible functionalities, like routing and switching, are also eligible.

A manufacturer’s multi-year warranty for a period up to not more than three (3) years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component. Additional warranty periods beyond three (3) years should be a separate item identified in the catalog.

A caching service or equipment that provides caching, including servers necessary for the

provision of caching, is eligible for funding

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

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment **MUST** be completed by all individuals offering a reference for the Respondent.

The Respondent will be responsible for obtaining completed reference questionnaires as required (refer to RFQ Attachment B, General Qualifications & Experience Items, Item B.17-), and for enclosing the references within the Respondent's Technical Proposal.

6. **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.