



STATE OF TENNESSEE  
Central Procurement Office

# REQUEST FOR PROPOSALS # 32110-37101 AMENDMENT # 1 FOR AUDIOVISUAL AND VIDEOCONFERENCING EQUIPMENT MAINTENANCE

DATE: JULY 29, 2024

RFP # 32110-37101 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		July 8, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	July 11, 2024
3. Pre-response Conference	2:00 p.m.	July 15, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	July 16, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	July 19, 2024
6. State Response to Written "Questions & Comments"		July 29, 2024
7. Response Deadline	2:00 p.m.	August 5, 2024
8. State Completion of Technical Response Evaluations		August 13, 2024
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	August 14, 2024
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 19, 2024
11. End of Open File Period		August 26, 2024
12. State sends contract to Contractor for signature		August 27, 2024
13. Contractor Signature Deadline	2:00 p.m.	September 2, 2024

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

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

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
Attachment D	Pg 43/44	1. Would the State consider an earn-back provision for the penalty table that would allow points to be deducted for contractor's high performance or if the state requests a service call that requires the Contractor to perform Level 1 or Level 2 support, for example?	No
Pro Forma Contract	D.5	2. Can we get a mutual understanding that in the case of termination for convenience, the State shall be responsible for the balance of all manufacturer warranty coverage, to meet the service levels explicitly requested	No. State liability to contractor is limited to the payments set forth in the payment section of the contract.
Pro Forma Contract	A.17.16	3. There may be unforeseen circumstances that arise during a service call that was discovered and unrelated to the initial case ticket, and will necessitate a follow up visit. Please confirm that this scenario would be considered an exception to the defined timeframe of the initial case ticket.	Unforeseeable system failures discovered during a service call will be handled by creation of a new ticket for the newly discovered system failure, with the standard SLA's applied to that new ticket. The original ticket should be resolved to the fullest extent possible within the SLAs. Each situation will be a case by case evaluation by STS in the after action review. Ex. Ticket #1 is for a projector that will not power on. Technician arrives to repair/replace projector and discovers that the DM scaler is also dead and needs replacement. Ticket #2 will be opened for the DM Scaler, and technician will complete work on Ticket #1 as planned.
Pro Forma Contract	A.19	4. Would state be open to ServiceNow Ebonding to enhance communication and ticket flow?	STS-UCC is generally open to increased automation, integration, and communication in theory. However, that would be a discussion requiring input from additional stakeholders and be a future development. The requirement for ServiceNow Ebonding / integration is not a part of this contract.
Pro Forma Contract	A.17.8	5. For the purposes of this agreement, substantive response shall mean attempting to engage the State's contact submitted, and that Contractor be prepared	The State declines to make this change

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		to engage in necessary Level 3 or Level 4 support as may be required.	
Pro Forma Contract	A.15.2	6. In cases where a third party performs moves or other changes on behalf the state, third party contractors shall be responsible for returning the systems to a functional state prior to turning back over to the service.	All systems moved will remain under service, and the state will pay for maintenance service the entire time of the move. However, the moving contractor shall be responsible, as stated in A.15.2, for ensuring the functionality of the system after the move. The UCC team will manage communication and status updates regarding any move projects. The UCC team will certify any moved projects in the same or similar manner as all new install projects are certified complete.
Pro Forma Contract	A.14.1	7. Software upgrades outside of the incident management process shall be scheduled and accommodated on a best effort basis. Mass firmware upgrades shall be performed as a project and not subject to the NBD resolution.	UCC does not anticipate mass software/firmware updates. Any such request would be relevant to a emergent security or functionality threat and fall, by system, in the incident management process. In the event of a wide spread threat response UCC would work with Contractor to establish meaningful and attainable timelines for response.
Pro Forma Contract	A.6	8. Should these minimum levels be understood to mean dedicated full time staff, or individuals assigned to work on the account?	Contractor shall have full time staff available to perform under the contract as stated in A.6.
Pro Forma Contract	A.3.5	9. See item 8	see response to item 8
Pro Forma Contract	A.3.6	10. This shall be construed to mean that Contractor will ensure that all replaced hardware on the current approved versions, and that testing shall be performed that the system is working upon repair.	The State declines to make this change
Attachment D	A.10	11. For the sake of clarity, who will maintain ownership and be responsible for updates of the MEL file during the duration of the engagement, and will a "living"	The UCC team and Contractor shall share responsibility for the accuracy and updating of the MEL. State retains full ownership of the MEL at all times as it is state confidential information. Contractor is responsible for informing

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		version be available to contractor to have access to at all times?	UCC of any equipment that becomes EOL as per the contract. Contractor is responsible for providing updated information for any maintenance replaced equipment as per the contract. UCC is responsible for informing Contractor of any electively decommissioned or newly added equipment. UCC is open to working with contractor to maintain a "living" version in a mutually acceptable storage location and in accordance with state security rules.
General	A.10	12. If there is a service request for a room or device that is not listed in the MEL, will UCC solicit support from supplier as a T&M engagement? If yes, please confirm if these will be exempt from the service levels of rooms/equipment included in the MEL	There should be no service requests for a room or device not listed in the MEL, with the sole exception of administrative oversight on the part of either Contractor or State. This contract does not address T&M engagements.
General	A.10	13. If a vendor discontinues an entire product line (for example, if Crestron were to discontinue their entire Digital Media line) requiring all devices on the MEL to be removed for EOL, will there be an expectation to continue to support rooms that have that technology outside of this support contract?	Yes. The MEL determines covered equipment and accessories. Equipment is covered by item, not by room.
General	A.11	14. For clarity, does the state expect contractor to maintain an adequate inventory of spare stock to meet the next business day response for equipment when replacements are needed?	Contractor may meet all SLAs in any fashion that meets all requirements of this contract.
General	D.24	15. For Clarity, the force majeure provision includes all such incidents that would prevent Contractor from delivering the services as requested regardless of the location of the incident?	The location of the Force Majeure Event would not matter as long as the requirements for a Force Majeure Event are met. See D.24: "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."

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			<p>“Force Majeure Event” means fire, flood, earthquake, 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.”</p>
		<p>16. Does the State of Tennessee have data supporting the asset management or lifecycle management of their hardware and software. This would apply to AV/IT equipment and AV/IT software a/o programming. If so, what are the programs/platforms, how is it managed, when is it updated throughout the year and will it be provided to the bidders for review prior to 5 days before the bid due date?</p>	<p>This contract does not address asset management or lifecycle management beyond that provided by the MEL.</p>
		<p>17. Is the State of Tennessee interested in incorporating asset management or lifecycle management if currently doesn't own/exist?</p>	<p>This contract does not address asset management or lifecycle management beyond that provided by the MEL.</p>
		<p>18. Can the State of Tennessee provide the number of dispatches required from the existing vendor/maintenance contract in the last 12 months?</p>	<p>No. Given differences in contracts the number of dispatches in previous contract may not be representative of this contract.</p>
		<p>19. Will State of Tennessee entertain a bid response that allows for alternate solutioning to the requested standards, so long as the solutioning meets the</p>	<p>See Sections 3.1 and 3.3. of the RFP</p>

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		requirements of the service contract or RFP SLAs?	
		20. Can equipment coverage for equipment that is out of warranty and EOL be excluded from the proposal we submit?	Manufacturer warranty is not relevant to coverage under this contract. Items on the MEL must be maintained by contractor regardless of current warranty status of the individual equipment. If there is End of Life equipment on the MEL provided then contractor may notate those items as End of Life along with proof of the End of Life Status.
		21. Depending on the answers to bidder questions from State of Tennessee, bidder may require additional time to properly collect data and build an appropriate response. Will State of Tennessee allow for a bid due-date extension until August 10, 2024?	No
		22. State of Tennessee has asked for dedicated resources from winning bidder. Is bidder to assume that these dedicated resources will be full-time employees of winning bidder's company that State of Tennessee will pay for?	No. State liability to contractor is limited to the payments set forth in the payment section of the contract.
		23. Will the bidder have an opportunity to review the RFP response in full with State of Tennessee, prior to RFP award?	No
		24. Does the MEL include rooms where equipment was sold by a one vendor and installed/commissioned by another vendor?	The MEL does not include rooms, but lists equipment to be covered. Equipment vendors may have used other vendors as sub-contractors in accordance with the relevant contract to provide installation or commissioning of systems. UCC has commissioned all systems regardless of the installing vendor.
		25. Do we get access as built drawings?	UCC will provide documentation and drawings to contractor as needed to resolve incidents.

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		26. Does the State of TN own the uncompiled Crestron Code and can that be shared?	Yes, the State of TN retains ownership of all code deployed to state systems. The code for any project will be shared as needed to resolve incidents. Contractor must return a copy of any updated or changed code in an uncompiled format to the State of TN. The State of TN will retain ownership of all code modified or deployed by Contractor.
		27. Do you have the Touch Panel files and the Audio DSP files and an exact equipment list for each room?	<p>Yes, the UCC group maintains touchpanel files and Audio DSP files for all systems. The State of TN retains ownership of all touchpanel files and audio DSP files deployed to state systems. The touchpanel files and audio DSP files for any project will be shared as needed to resolve incidents. Contractor must return a copy of any updated or changed touchpanel files and audio DSP files in an uncompiled format to the State of TN. The State of TN will retain ownership of all touchpanel files and audio DSP files modified or deployed by Contractor.</p> <p>The UCC group maintains the as built and as modified equipment list for all systems deployed by the UCC.</p>
Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent: __two (2) contracts Respondent currently services that are similar in		28. Is the State requesting 3 or 5 customer reference questionnaires be completed, with at least 2 being current? Please clarify.	The State requires 5 references total - two (2) for contracts the Respondent currently services <u>and</u> three (3) for completed contracts. The references must come from at least three (3) different individuals/entities

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size and scope to the services required by this RFP; and ___three (3) completed contracts that are similar in size and scope to the services required by this RFP.			
3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled: "DO NOT OPEN... RFP # <b>31701-37101</b> TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"		29. Should submitted proposal files be entitled with the RFP number RFP # <b>32110-37101</b> instead of that which is requested in solicitation Section, "3.2.3.1 31701-37101"?	Yes, all headings should read RFP #32110-37101
3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled: "DO NOT OPEN... RFP # <b>31701-37101</b> COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"		30. Should submitted proposal files be entitled with the RFP number RFP # <b>32110-37101</b> instead of that which is requested in solicitation Section 3.2.3.2 "31701-37101"?	Yes, all headings should read RFP #32110-37101

1. **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.