



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

**REQUEST FOR PROPOSALS # 34307-31618
AMENDMENT # 1
FOR Data Collection for Tennessee Emergency
Medical Services Information System and Trauma
System Registers**

DATE: September 27, 2017

RFP # 34307-31618 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		September 8, 2017
2. Disability Accommodation Request Deadline	2:00 p.m.	September 13, 2017
3. Pre-response Conference	2:30 p.m.	September 14, 2017
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 15, 2017
5. Written "Questions & Comments" Deadline	2:00 p.m.	September 20, 2017
6. State Response to Written "Questions & Comments"		September 27, 2017
7. Response Deadline	2:00 p.m.	October 13, 2017
8. State Completion of Technical Response Evaluations		October 19, 2017
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	October 20, 2017
10. Negotiations (Optional)		
11. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	October 27, 2017
12. End of Open File Period		November 3, 2017
13. State sends contract to Contractor for signature		November 9, 2017
14. Contractor Signature Deadline	2:00 p.m.	November 16, 2017

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.

QUESTION / COMMENT	STATE RESPONSE
<p>1 In 1.1.1 it states - The following is an estimate that the State believes it will cost to implement and maintain the following services for the entire contract Term: \$750,000.00. However, in the Pro Forma Contract under C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed seven hundred fifty thousand dollars (\$750,000) ("Maximum Liability"). Can you please clarify if this is an estimate or a Maximum amount? If it is a Maximum amount, is there any flexibility (5-10%) if additional value-added services are offered?</p>	<p>The maximum liability in C.1. is based on our estimate and may change upon contract award. All services/charges should be included in the Respondent's cost proposal.</p>
<p>2 In 5.3.3 - The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events. Will the confidential information be removed from public inspection? For example, all financial statements, Credit references, etc.</p>	<p>Please see RFP Section 4.8, Disclosure of Response Contents.</p>
<p>3 In 3.3.1 and 3.3.2 the State seeks to restrict the ability of respondents to make counter-offers. However, this RFP by its nature can't include licensing terms related to COTS (Commercial Off The Shelf) or other terms of use related to particularities of Vendor's COTS software. Can respondents rely on the State to conduct a good faith contract negotiation with the awardee, so that respondent will have an opportunity to include reasonable respondent terms? If State can't or won't negotiate contract terms with the awardee, is State representing that State's terms are "Take it or Leave It" with no ability for respondent to make reasonable modifications to terms on the proposal submission nor contract?</p>	<p>Please see Section 5.3.5. of the RFP. Limited negotiations may be entertained by the State, at its sole option, prior to Contract signing, but all respondents cannot include alternate terms and conditions in their responses, as provided at Section 3.3.1 of the RFP.</p>
<p>4 In the Pro Forma Contract, page 40 of the RFP, there are 3 requirements related to the hosted environment (A.9, A.10, A.12 and the NIST 800-53 requirement of A.14). In the prior RFI issued 2/27/2017, Vendor had priced the compliant services for these requirements as "Optional" not knowing whether they would be included in the current RFP or not. Due to the restrictions of 3.3.1 and 3.3.2, "optional" pricing carving out those requirements is prohibited. Should Vendor include the prices</p>	<p>The RFI was conducted to gather information and all Respondents are required to bid prices based on the requirements of the RFP.</p>

QUESTION / COMMENT	STATE RESPONSE
for compliance to those sections in the standard cost format, even if this causes the new price proposal to be more expensive than the one submitted for the RFI? If State would still like to see these requirements presented as 'optional' for pricing purposes, how should Vendor format that?	
5 Our product is a modifiable-off-the-shelf software solution that includes a standard software license. Would the inclusion of the Maven Software License Agreement in the TDH Contract be considered alternate contract terms and conditions per RFP section 3.3.1?	The State will not accept any extraneous terms and conditions to the Pro Forma Contract. This prohibition includes any Contractor software license agreement. The Pro Forma Contract states in Section E.4, "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."
6 Is the estimated budget of \$750,000 intended to cover only the initial implementation phase or does the State also expect this funding amount to cover the yearly maintenance and support through the full contract term (5 years)?	The State anticipates this amount to cover the full term of the contract.
7 Is a client server solution acceptable to the State?	No, a client server solution is not acceptable to the State. No part of the solution may be loaded on to any user's computer (hardware). Any proposed solution must be a web based solution. A web based solution is any solution that is accessed over a network connection using HTTP.

3. **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.