



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR QUALIFICATIONS # 33104-00117
AMENDMENT # 3
FOR THE TENNESSEE SCHOOLS AFFORDABLE
LAPTOP PROGRAM**

DATE: December 30, 2016

RFQ # 33104-00117 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 (all dates are State business days)
1.	RFQ Issued		November 4, 2016
2.	Disability Accommodation Request Deadline	2:00 p.m.	November 9, 2016
3.	Pre-Response Conference	10:00 a.m.	November 10, 2016
4.	Notice of Intent to Respond Deadline	2:00 p.m.	November 14, 2016
5.	Written "Questions & Comments" Deadline	2:00 p.m.	November 28, 2016
6.	State response to written "Questions & Comments"		December 30, 2016
7.	RFQ Technical Response Deadline	2:00 p.m.	January 27, 2017
8.	State Notice of Qualified Respondents Released		February 3, 2017
9.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	February 14, 2017
10.	RFQ Negotiations		February 17-21, 2017
11.	State Evaluation Notice Released		February 23, 2017
12.	Solicitation Files Opened for Public Inspection		February 24, 2017
13.	Respondent Contract Signature Deadline	2:00 p.m.	March 8, 2017
14.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		April 5, 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
1 Are resellers able to submit bids on this RFQ or is this for manufacturers only?	Pursuant to RFQ Attachment A, Item Reference A.6, the manufacturer shall be the sole Respondent.
2 Please describe the State's intent to award either as a multiple vendor award or a single vendor award for the RFQ purposes.	The State's intent is to award to all Qualified Respondents.
3 RFQ Schedule of Events: Will your offices be open on	The CPO will be open on January 20,

QUESTION / COMMENT	STATE RESPONSE
<p>January 20 to receive FedEx delivery of proposals, or will they be closed for Inauguration Day?</p>	<p>2017.</p>
<p>4 (a) Understanding that this competitive bid process provides the State with the opportunity to secure the best market pricing available, will the State agree to remove all the "best pricing" requirements from the RFQ?</p> <p>(b) If not, will you please confirm which of the RFQ best pricing clauses governs (as included below)?</p> <p>(c) Will the State agree to negotiate this clause with the awarded vendor(s) based upon vendors' proposed changes/alternative language?</p> <p>(d) If the price reflected in the Pricing Catalog is vendor's best pricing offered for this specific opportunity and lower than Respondent's "Public Sector" (quantity of one) catalog pricing, will that meet this requirement?</p> <p>(e) For the mini bids, does the State expect more competitive pricing (better pricing) that is further discounted from the Pricing Catalog?</p> <p>RFQ "Best Pricing" Clauses:</p> <p>(a) Attachment A, Section A.7: Confirm that the Respondent's subscription prices that will be submitted in Attachment D, Pricing Catalog, reflect the best pricing available for the equivalent product, configuration and options regardless of volume or the acquisition method and that they do not exceed prices Respondent currently offers elsewhere.</p> <p>(b) Attachment D, Cost Proposal & Evaluation Guide: The prices submitted in the Pricing Catalog shall not exceed prices Respondent currently offers elsewhere.</p> <p>(c) Attachment G, Section A.2.g: Contractor shall not offer to sell or rent/lease any of the equipment listed in Attachment 3, Price Catalog at a lower price in Tennessee.</p> <p>(d) Attachment G, Section C.2: The Contractor agrees that the prices of equipment, which prices are listed in Attachment 3, Contractor Price Catalog, do not exceed prices Contractor currently offers elsewhere.</p> <p>(e) Attachment G, Section C.3: If, during the term of this Contract, Contractor offers to sell or sells any of the equipment listed in its Price Catalog, in any other state or political subdivision at a lower price than the price listed in Attachment 3:</p> <p>(i) Contractor shall give written notice of such lower price to the State</p> <p>(ii) The price of such equipment under this Contract shall automatically decrease to match the lower price, and</p> <p>The lower price of such item under the Contract shall be reflected in an updated Pricing Catalog.</p>	<p>(a) The State has made revisions to the best pricing requirements as detailed in this amendment.</p> <p>(b) All pricing requirements in the RFQ govern.</p> <p>(c) No, the State will not enter into contract language negotiations.</p> <p>(d) Pursuant to RFQ Attachment A, Item Reference A.7, the pricing submitted must reflect best pricing available for the equivalent product, configuration and options regardless of volume or the acquisition method and that they do not exceed prices Respondent currently offers in Tennessee.</p> <p>(e) The mini-bid requirement has been removed from the RFQ Attachment G, Pro Forma Contract.</p>
<p>5 Will the state seek to approve one Master Subscription</p>	<p>No, the State will not seek to approve</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Agreement with its own separate Terms & Conditions per Contractor, thereby eliminating the need for each EA to prolong the Subscription process with their own individual approvals? This would not prohibit each EA the opportunity to negotiate terms of the subscription agreement on its own, if required. The issue is that in this RFQ the financing entity would be a Subcontractor, but the EA would be required to agree to a contract with the financing entity. If the state would provide this approval of a Master Subscription Agreement per Contractor, each EA could choose to utilize the state's approval.</p>	<p>a Master Subscription Agreement. RFQ Attachment G, Pro Forma Contract is the "Master Contract". Pursuant to Pro Forma Contract sections A.4.i.(3), A.4.i.(4), and A.4.k, the Contractor shall not include its own terms and conditions in the project quote or Task Order.</p>
<p>6 Will the state evaluate using different language in regards to the lowest price on the catalog price list mentioned in this RFQ and the final EA subscription price? There exists a price point which is the outright purchase price, or non-financed price. There is also a final subscription 'financed' price point, which is generally lower than the purchase price point. The final subscription price is based on the EA credit history and each EA may be different, even by a few cents. This scenario creates problems since, according to this RFQ, all prices have to be equal, and once offered at a lower price, it becomes the new lowest price. Will the state request the Contractor in the Cost Proposal to provide a purchase price (non-financed), and subscription estimate (financed) based on an average credit score, since the final EA subscription price would be based on credit history of each individual EA?</p>	<p>The State has made revisions to the best pricing requirements as detailed in this amendment.</p>
<p>7 Page 2, Section 1: Is it the State's intent to establish a Device as a Service "subscription" program where all hardware, services, and support are included in a monthly rate Or is the intent of the RFQ to establish a leasing vehicle for hardware, support, and services?</p>	<p>The EAs are acquiring all hardware, services, and support at a monthly rate.</p>
<p>8 Page 2, Section 1: How many EAs does the State anticipate will participate in this contract? What is the total estimated contract value for all vendors over the 5-year contract term?</p>	<p>EAs are not required to participate in the Tennessee Schools Affordable Laptop Program.</p> <p>While the TDOE cannot determine the exact number of EAs that will participate in the subscription program, we encourage all to participate in the TDOE's personalized learning programs. With personalized learning, 1:1 student-to-device ratios and the subscription model for device sustainability are two keys for success.</p> <p>If all EAs were to participate in the Program, the quantities may be up to 980,000 per subscription term. In addition, there could be up to 60,000 teacher subscriptions.</p>
<p>9 Page 4, Section 3.1.1: In addition to those items identified as Mandatory Requirements, are there any other items which are mandatory/non-negotiable, to which vendors must agree to avoid disqualification?</p>	<p>Please see RFQ section 3.4 which outlines response prohibitions and the Statement of Certifications and Assurances that must be signed in</p>

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	RFQ Attachment E. The State will not allow any revisions to the Pro Forma Contract.
10 Page 5, Section 3.3.2.1: The format of the technical response requires “five (5) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard USB flash drive.” Does this mean the State requires five (5) USB drives, each with one (1) PDF of the entire response?	Yes.
11 Page 5, Section 3.4.5: May the Respondent to this RFQ submit their own standard Terms & Conditions, Warranty Terms & Conditions, and Financing Terms & Conditions as an attachment for future negotiations as mentioned in 5.4.2 Negotiations and B.19?	No. The RFQ has been revised to remove RFQ Attachment B, Item Reference B.19. No revisions to the Pro Forma Contract will be accepted.
12 Page 9, Section 4.9.4: May the Contractor add or remove Subcontractors with the State's prior and written approval? This statement in 4.9.4 mentions only allowing a substitution which may limit adding a diverse business in the future.	Yes, RFQ Attachment G, Pro Forma Contract Section D.6 allows the Contractor to enter into a subcontract for any of the goods or services provided under this Contract with the prior written approval of the State.
13 Page 11, Section 5.4.1: What is the process that the State will use to distribute the clarifications sought by the State with the content of the individual respondent's responses?	If clarification is requested, it will be done so through email and directed to the contact person listed in response to RFQ Attachment B, Item Reference B.1. The email will clearly state what clarification is being requested with a deadline for the Vendor's response.
14 Page 13, Attachment A, Item References A.3, A.4, and A.5: These sections specify that the bank and credit references and the credit bureau documentation should be dated within the past 3 months. Does this mean within the past three (3) months of the RFQ release date or due date? Please clarify.	The documentation must be dated within three months of the technical response being received by the CPO.
15 Page 13, Attachment A, Item Reference A.3: Is it acceptable that the bank reference letter is addressed to Respondent?	Yes.
16 Page 13, Attachment A, Item Reference A.4: Is this documented needed?	Yes.
17 Page 13, Attachment A, Item Reference A.5: Please confirm that a letter from an accredited credit bureau alone, without a credit report, will meet this requirement.	Confirmed.
18 Page 13, Attachment A, Item Reference A.5: Will a Dun & Bradstreet Business Information Report qualify as an official document from an accredited credit bureau? If not, what are the acceptable alternatives?	Yes, a Dun & Bradstreet Business Information Report is acceptable.
19 Page 13, Attachment A, Item Reference A.5: Is this documented needed?	Yes.
20 Page 14, Attachment A, Item Reference A.6: Will the state seek to approve one Master Subscription Agreement with its own separate Terms & Conditions per Contractor, thereby eliminating the need for each EA to prolong the Subscription	RFQ Attachment G, Pro Forma Contract is the “Master Contract”. Pursuant to Pro Forma Contract sections A.4.i.(3), A.4.i.(4), and A.4.k,

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<p>process with their own individual approvals? This would not prohibit each EA the opportunity to negotiate terms of the subscription agreement on its own, if required. The issue is that in this RFQ the financing entity would be a Subcontractor, but the EA would be required to agree to a contract with the financing entity. If the state would provide this approval of a Master Subscription Agreement per Contractor, each EA could choose to utilize the state's approval.</p>	<p>the Contractor shall not include its own terms and conditions in the project quote or Task Order.</p>
<p>21 Page 14, Attachment A, Item Reference A.7: Can you clarify that you mean 'within the State of Tennessee' when you state 'elsewhere'?</p>	<p>RFQ Attachment A, Item Reference A.7 has been revised to specify Tennessee.</p>
<p>22 Page 14, Attachment A, Item Reference A.7: Will the state evaluate using different language in regards to the lowest price on the catalog price list mentioned in this RFQ and the final EA subscription price? There exists a price point which is the outright purchase price, or non-financed price. There is also a final subscription 'financed' price point, which is generally lower than the purchase price point. The final subscription price is based on the EA credit history and each EA may be different, even by a few cents. This scenario creates problems since, according to this RFQ, all prices have to be equal, and once offered at a lower price, it becomes the new lowest price. Will the state request the Contractor in the Cost Proposal to provide a purchase price (non-financed), and subscription estimate (financed) based on an average credit score, since the final EA subscription price would be based on credit history of each individual EA?</p>	<p>The State has made revisions to the best pricing requirements as detailed in this amendment.</p>
<p>23 Page 19, Attachment B, Item Reference B.19: Is B.19 still valid, in regards to Respondents including possible suggestions and negotiations of the Pro Forma contract Attachment G?</p>	<p>No. The RFQ has been revised to remove RFQ Attachment B, Item Reference B.19. No revisions to the Pro Forma Contract will be accepted.</p>
<p>24 Page 19, Attachment B, Item Reference B.19: During the Pre-Response Conference, the State advised that vendors must agree to all RFQ terms and conditions. However, the RFQ states the following process for suggested alternative or supplemental contract language changes, as it pertains to the pro forma contract. Would you please confirm that the RFQ content below governs this issue?</p> <p>“The State is amenable to making changes to RFQ Attachment G, pro forma contract. The State will take all reasonable suggested alternative or supplemental contract language changes by Respondents under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state or federal law. The State, however, recommends that Respondents include with their response any alternative or supplemental suggested contract language that a Respondent would propose.</p> <p>Clearly indicate, by providing a “red-line” of RFQ Attachment G, pro forma contract, all suggested alternative or supplemental contract language. Do not include any</p>	<p>The RFQ has been revised to remove RFQ Attachment B, Item Reference B.19. No revisions to the Pro Forma Contract will be accepted.</p>

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<p>exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines.”</p>	
<p>25 Page 20, Attachment C, Item Reference C.2 and C.3: In these sections, it states that the Respondent will “complete the delivery of goods or scope or services, accomplish required objectives and meet the State’s Project Schedule”. Please confirm that Respondent’s should provide information for Sections C.2 and C.3 by referring to the outline of the Scope of Services information in the Attachment G - Pro Forma contract. If not, please provide additional information as to what Respondent’s should reference when answering these two sections.</p>	<p>Confirmed.</p>
<p>26 Page 20, Attachment C, Item Reference C.7: May the Respondent to this RFQ submit their own standard Terms & Conditions, Warranty Terms & Conditions, and Financing Terms & Conditions as an attachment for future negotiations as mentioned in 5.4.2 Negotiations and B.19?</p>	<p>No. The RFQ has been revised to remove RFQ Attachment B, Item Reference B.19. No revisions to the Pro Forma Contract will be accepted.</p>
<p>27 Page 21, Attachment D, Cost Proposal & Evaluation Guide: What type of pricing will be requested for the Cost Proposal - purchase price, monthly subscription price, monthly subscription rate? If monthly subscription price or rate, should Respondent base the price/rate on a 36-month term?</p>	<p>The price will be per month/per device. The monthly subscription price can be listed for all term options that the vendor offers, up to 36 months. For example, the vendor may choose to offer prices for 12, 24, 30, and 36 months for each device.</p>
<p>28 Page 21, Attachment D, Cost Proposal & Evaluation Guide: The Attachment states, “Pricing may be expressed as inclusive or exclusive or as a combination of both at the discretion of the Respondent providing such distinction is clear.” Does “inclusive or exclusive” refer to whether or not services are included in the hardware price?</p>	<p>Yes, inclusive or exclusive does refer to whether or not services and hardware are included in the cost.</p>
<p>29 Page 21, Attachment D Cost Proposal & Evaluation Guide: Can you clarify that you mean within the State of Tennessee when you state 'elsewhere'?</p>	<p>RFQ Attachment D has been revised to specify Tennessee.</p>
<p>30 Page 21, Attachment D, Cost Proposal & Evaluation Guide: You state to 'specify OS and software', however we advise you to have each Respondent, if responding with a Chrome OS, to also list out the factual End of Life date as per Google's website https://support.google.com/chrome/a/answer/6220366?hl=en. This protects the EA in regards to buying a Chrome OS device that has an End of Life date which ends before the 36 month maximum Subscription term purchased as per Pro Forma Contract Attachment G A.2.e. For example, if an EA purchases a Chrome device in April 2017, but the EOL date of that Chrome device is February 2018, then the EA may not get updates on the software. This cannot be allowed and should be disclosed to the state on this Contract.</p>	<p>It would be expected that the End of Life for any OS, if applicable for the device, would be after the subscription period ends.</p>
<p>31 Page 22, Attachment E, Statement of Certifications and Assurances, paragraph 3: Paragraph 3 states, “The Respondent accepts and agrees to all terms and conditions</p>	<p>This means the terms that are currently in RFQ Attachment G, Pro Forma Contract shall be the final terms</p>

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<p>set out in the contract awarded pursuant to this RFQ.” We understand this to mean the final negotiated contract terms and conditions. Will you please confirm?</p>	<p>and conditions of the Contract.</p>
<p>32 Pages 27-46, Attachment G, Pro Forma Contract: If a vendor has an existing agreement with the State, such as NASPO ValuePoint, will the State consider accepting the already negotiated terms and conditions of the existing agreement in place of corresponding terms in the Pro Forma Contract (as applicable)?</p>	<p>No, the State will not negotiate revised or different contract terms.</p>
<p>33 Page 31, Attachment G, Pro Forma contract: May the Contractor provide suggested negotiation items during the Technical Proposal submission for items in the Pro Forma Contract Attachment G that were not requested during the Q&A period?</p>	<p>No. The RFQ has been revised to remove RFQ Attachment B, Item Reference B.19. No revisions to the Pro Forma Contract will be accepted.</p>
<p>34 Page 27, Attachment G, Pro Forma Contract Section A.4: Will the State please clarify the connection between Project Quotes and the resulting Task Order process as described, and the monthly subscription model that it is attempting to establish?</p> <p>Does the State expect more competitive pricing (better pricing) for the mini bids, further discounted from the Pricing Catalog?</p>	<p>An individual EA may issue an SOW. In response a vendor may respond with a Project Quote. If awarded, the parties shall enter into a Task Order agreement.</p> <p>The mini-bid requirement has been removed from the RFQ Attachment G, Pro Forma Contract.</p>
<p>35 Page 27, Attachment G, Pro Forma contract Section A.2.g: Will the state evaluate using different language in regards to the lowest price on the catalog price list mentioned in this RFQ and the final EA subscription price? There exists a price point which is the outright purchase price, or non-financed price. There is also a final subscription 'financed' price point, which is generally lower than the purchase price point. The final subscription price is based on the EA credit history and each EA may be different, even by a few cents. This scenario creates problems since, according to this RFQ, all prices have to be equal, and once offered at a lower price, it becomes the new lowest price. Will the state request the Contractor in the Cost Proposal to provide a purchase price (non-financed), and subscription estimate (financed) based on an average credit score, since the final EA subscription price would be based on credit history of each individual EA?</p>	<p>No, the State is not evaluating the proposed cost through this RFQ. The Cost Response Items, detailed below, shall be utilized solely to calculate the maximum cost that can be quoted on any individual EA SOW project and the corresponding Task Order (TO) issued under a Contract.</p> <p>No, the State is not seeking a purchase price (non-financed). It is only seeking a per device/per month subscription price (financed). Price cannot be based on an EA's credit score.</p>
<p>36 Page 27, Attachment G, Pro Forma contract section A.4.a: If a Contractor during the mini-bid responds with a subscription quote price lower than the posted and agreed upon catalog price, it clearly states in C.3 that that new price becomes the new price for all. In order to monitor this activity, are you asking for a monthly sales report from each Contractor?</p>	<p>RFQ Attachment G, Pro Forma Contract section C.3 has been deleted. Yes, the State will require sales reports of the devices sold.</p>
<p>37 Page 27, Attachment G, Pro Forma contract section A.4.b: Section A.4.b states “This Contract is limited to computer equipment.” However, Attachment D instructs Respondents to include a tab for white glove services in the Cost Proposal. How are the requested white glove services to be priced – per seat, per project, time and materials, etc.?</p>	<p>White Glove services should be priced per device as separate line items on the State provided Cost Proposal excel spreadsheet.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>38 Pages 28-29, Attachment G, Pro Forma contract section A.4.i: It is understood that Contractor cannot charge more for an item as established in the published Price Catalog. However, can project quotes for the same devices or services differ between EAs, based on scope of project or volume?</p>	<p>Device prices must be the same. Service prices must be the same for the exact same services. A vendor may have many options on different services from which an EA may choose.</p>
<p>39 Pages 28-29, Attachment G, Pro Forma contract section A.4.i: How will the mini-bids conducted by the individual EAs be scored? Is there a core set of evaluation criteria to be used? If yes, will you please provide?</p>	<p>The mini-bid requirement has been removed from the RFQ Attachment G, Pro Forma Contract.</p>
<p>40 Page 29, Attachment G, Pro Forma Contract section A.4.i.3: A financing Terms & Conditions would be required of each EA to agree to and sign, unless the state approves one master financing T&C per Contractor. Will the state review this scenario and possibly negotiate one financing Terms & Conditions per Contractor?</p>	<p>Pro Forma Contract section A.4.i.(3) does not require or allow different terms and conditions. Pro Forma Contract section E.12 states that Contractor shall not submit extraneous terms and conditions.</p>
<p>41 Page 29, Attachment G, Pro Forma contract section A.4.i.4: Will the state evaluate using different language in regards to the lowest price on the catalog price list mentioned in this RFQ and the final EA subscription price? There exists a price point which is the outright purchase price, or non-financed price. There is also a final subscription 'financed' price point, which is generally lower than the purchase price point. The final subscription price is based on the EA credit history and each EA may be different, even by a few cents. This scenario creates problems since, according to this RFQ, all prices have to be equal, and once offered at a lower price, it becomes the new lowest price. Will the state request the Contractor in the Cost Proposal to provide a purchase price (non-financed), and subscription estimate (financed) based on an average credit score, since the final EA subscription price would be based on credit history of each individual EA?</p>	<p>The State has made revisions to the best pricing requirements as detailed in this amendment.</p>
<p>42 Page 29, Attachment G, Pro Forma contract section A.4.i.4: Is the state offering each EA the choice to not select the lowest priced Project Quote?</p>	<p>Yes, the EAs have the choice to not select the lowest priced Project Quote.</p>
<p>43 Page 29, Attachment G, Pro Forma contract section A.4.i.4: Can the state provide a provision that benefits not be given to an EA such as free products, free devices, free software or services, or other free no-charge items, unless that same benefit is given to all? A Project Quote, SOW, or Task Order may be wrongly influenced by these types of no-charge items or benefits. This could cause inequity between EAs if one EA received benefits of a free device and other EAs did not.</p>	<p>Yes, see the addition of RFQ Attachment G, Pro Forma Contract section A.4.i.(4)iv.</p>
<p>44 Page 30, Pro Forma contract section A.4.i:</p> <p>(a) In the Notice of Termination for Convenience issued to a vendor, will the EA advise if the termination is due to non-appropriations / non-funding?</p> <p>(b) If the EA terminates a Task Order for convenience (except for non-appropriations or non-funding), will the EA pay all amounts remaining in the unexpired portion of the lease or subscription term, plus any unpaid, undisputed</p>	<p>(a) Yes, see revised language.</p> <p>(b) No, the EA will pay for months used.</p> <p>(c) Yes, the EA will pay all amounts due until the equipment is returned and any unpaid invoices that are not in dispute.</p>

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<p>invoices?</p> <p>(c) Alternatively, if termination of the contract also terminates all active Task Orders, will the EA pay all amounts due until the equipment is returned, plus any unpaid invoices (not in dispute)?</p> <p>(d) If the EA terminates a Task Order for convenience, will the EA pay all amounts due until the equipment is returned, plus any unpaid invoices (not in dispute)?</p>	<p>(d) Yes, the EA will pay all amounts due until the equipment is returned and any unpaid invoices that are not in dispute.</p>
<p>45 Page 30, Attachment G, Pro Forma contract section A.4.m.1. Invoicing Services: Can the EA include/bundle the Services payment along with the subscription payment(s)?</p>	<p>The EA can bundle payment at its discretion.</p>
<p>46 Page 30-31, Attachment G, Pro Forma contract section A.5: Can the EA have a choice at the end of the subscription period, other than turning in all equipment? Some have expressed interest in donating, providing to student families, or other uses.</p>	<p>The pricing is to reflect the return of the devices at the end of the subscription period. If an EA chooses to purchase the devices, the specifics would need to be negotiated between EA and vendor outside of this Contract.</p>
<p>47 Page 30-31, Attachment G, Pro Forma contract section A.5: Are you willing to accept that a replacement is also acceptable if equipment is destroyed, lost or stolen?</p>	<p>See revised RFQ Attachment G, Pro Forma Contract section A.5.</p>
<p>48 Page 31, Attachment G, Pro Forma contract section A.7: Can you remove that the warranty period be the greater of the Contract Term length or any other warranty offered? If the EA is provided a subscription for 36 months, the warranty can match the subscription period or be less, if desired by the EA as mentioned in A2-e.</p>	<p>No.</p>
<p>49 Page 31, Attachment G, Pro Forma contract section A.7: Can you allow the addition of the Respondent's standard Terms & Conditions and Warranty Terms & Conditions for negotiations and review, since you are holding the Contractor accountable for the warranty?</p>	<p>No.</p>
<p>50 Page 31, Attachment G, Pro Forma contract section A.7: Will the State accept the manufacturer's standard warranty terms and conditions for the proposed devices?</p>	<p>No.</p>
<p>51 Page 31, Attachment G, Pro Forma contract section C.1: This paragraph states "There shall be no cost to the State for the performance of services under this contract." Will you please confirm this means that only EAs will purchase/pay for services, not the State or any of its other departments or agencies?</p>	<p>Yes, only EAs will purchase/pay for services. See revised RFQ Attachment G, Pro Format Contract Sections A.2.a and C.1.</p>
<p>52 Page 31, Attachment G, Pro Forma contract section C.2: Will the state evaluate using different language in regards to the lowest price on the catalog price list mentioned in this RFQ and the final EA subscription price? There exists a price point which is the outright purchase price, or non-financed price. There is also a final subscription 'financed' price point, which is generally lower than the purchase price point. The final subscription price is based on the EA credit history and each EA may be different, even by a few cents. This scenario</p>	<p>The State has made revisions to the best pricing requirements as detailed in this amendment.</p>

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<p>creates problems since, according to this RFQ, all prices have to be equal, and once offered at a lower price, it becomes the new lowest price. Will the state request the Contractor in the Cost Proposal to provide a purchase price (non-financed), and subscription estimate (financed) based on an average credit score, since the final EA subscription price would be based on credit history of each individual EA?</p>	
<p>53 Page 31, Attachment G, Pro Forma contract section C.3: Will the state evaluate using different language in regards to the lowest price on the catalog price list mentioned in this RFQ and the final EA subscription price? There exists a price point which is the outright purchase price, or non-financed price. There is also a final subscription 'financed' price point, which is generally lower than the purchase price point. The final subscription price is based on the EA credit history and each EA may be different, even by a few cents. This scenario creates problems since, according to this RFQ, all prices have to be equal, and once offered at a lower price, it becomes the new lowest price. Will the state request the Contractor in the Cost Proposal to provide a purchase price (non-financed), and subscription estimate (financed) based on an average credit score, since the final EA subscription price would be based on credit history of each individual EA?</p>	<p>The State has made revisions to the best pricing requirements as detailed in this amendment.</p>
<p>54 Page 31, Attachment G, Pro Forma contract section C.3: Can you revise the language to be within Tennessee, not any state in the US?</p>	<p>RFQ Attachment G, Section C.3 has been removed.</p>
<p>55 Page 32, Attachment G, Pro Forma contract section C.7.c: Does cancellation below mean if the State rejects the Contractor's proposed price increase, then the State will cancel the contract for convenience, if Contractor's does not agree to maintain the same pricing?</p> <p>"Price Increase Rejection: If the State rejects a request for a price increase, the Contractor will be notified in writing of the State's intention. If the Contract is to be canceled, the Contractor shall be notified of the cancellation date via certified mail."</p>	<p>RFQ Attachment G, Pro Forma Contract Section C.7.a has been revised to remove cancellation language.</p>
<p>56 Page 32, Attachment G, Pro Forma contract section C.7.c: If a Contractor requests a price increase for an actual cost increase as stated in C.7.a, would the state remove the terms about cancellation or modify somehow? A Contractor should not be penalized severely with a contract cancellation for inquiring about a price increase when the state could simply deny the price increase.</p>	<p>RFQ Attachment G, Pro Forma Contract Section C.7.a has been revised to remove cancellation language.</p>
<p>57 Page 33, Attachment G, Pro Forma contract section D.4:</p> <p>(a) In the Notice of Termination for Convenience issued to a vendor, will the State advise if the termination is due to non-appropriations / non-funding?</p> <p>(b) Please confirm that termination of the contract does not automatically terminate the active Task Orders.</p> <p>(c) If termination of the contract also terminates all active Task Orders (except for non-appropriations or non-funding),</p>	<p>(a) No</p> <p>(b) Contract termination does cancel all TOs.</p> <p>(c) Yes, the EA will pay all amounts due until the equipment is returned and any unpaid invoices that are not in dispute.</p> <p>(d) Yes, the EA will pay all amounts</p>

QUESTION / COMMENT	STATE RESPONSE
<p>will the EAs pay all amounts remaining in the unexpired portion of the lease or subscription term, plus any unpaid, undisputed invoices?</p> <p>(d) Alternatively, if termination of the contract also terminates all active Task Orders, will the EAs pay all amounts due until the equipment is returned, plus any unpaid invoices (not in dispute)?</p>	<p>due until the equipment is returned and any unpaid invoices that are not in dispute.</p>
<p>58 Page 34, Attachment G, Pro Forma contract section D.12: Can you further explain what information should be contained in the progress report and how frequent they are expected to be provided by the Vendor?</p>	<p>The State will require sales reports for devices sold.</p>
<p>59 Page 36, Attachment G, Pro Forma Contract section D.24 Hold Harmless: The Pro Forma Contract contains non-standard terms (warranty, indemnification, IP indemnification) and no express limitation on Contractor liability (i.e., unlimited). For that reason, may the Contractor provide suggested negotiations terms during the Technical Proposal submission?</p>	<p>No, the Contractor may not submit alternate terms and conditions. However, the State has added RFP Attachment G, Pro Forma Contract section D.31, Limitation of Contractor's Liability.</p>
<p>60 Page 40, Attachment G, Pro Forma Contract section E.4 Intellectual Property: The Pro Forma Contract contains non-standard terms (warranty, indemnification, IP indemnification) and no express limitation on Contractor liability (i.e., unlimited). For that reason, may the Contractor provide suggested negotiations terms during the Technical Proposal submission?</p>	<p>No, the Contractor may not submit alternate terms and conditions. However, the State has added RFP Attachment G, Pro Forma Contract section D.31, Limitation of Contractor's Liability.</p>
<p>61 Page 42, Attachment G, Pro Forma contract section E.14: What is the State's process for modifying the contract or task orders for product transitions and new product or services additions?</p>	<p>The process used is outlined in Section E.14. The State will communicate the revisions to the EAs. Task Order amendments are completed at the EA level.</p>
<p>62 Page 43, Attachment G, Pro Forma contract, Attachment 1: Is Attachment 1 to be completed and submitted as part of the Technical Proposal, or is it completed post-award as part of a contract award?</p>	<p>Attachment 1 is to be submitted post-award as part of the Contract.</p>
<p>63 Page 46, Attachment G, Pro Forma contract, Attachment 3: Is Attachment 3 to be submitted as part of the Cost Proposal, or is it completed post-award as part of the contract award?</p>	<p>If awarded a contract, the Contractor's final Cost Proposal will be incorporated into the contract as Attachment 3.</p>

3. Delete RFP Section 1.1 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

1.1. Statement of Procurement Purpose

Through this RFQ, the Tennessee Department of Education (TDOE) will identify qualified vendors to support education agencies (EAs) through the Tennessee Schools Affordable Laptop Program. Currently, there is one laptop available for every six children in Tennessee schools. The goal of this program is to provide affordable and current laptops to schools and to reduce the ratio to one laptop per child. The program will only be available to EAs.

The Tennessee Schools Affordable Laptop Program will:

- Identify qualified vendors through this RFQ
- Allow EAs to rent computers through a subscription and return the computers at the end of the term
- Allow state-approved vendors use of the Tennessee Affordable Laptop Program brand and logo for sales and marketing activities with Tennessee EAs
- Provide EAs with the qualified vendors through a state-approved vendor list
- Ensure affordable pricing through the RFQ process
- Ensure equitable pricing for all EAs, regardless of size

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

A.7.	Confirm that the Respondent's subscription prices that will be submitted in Attachment D, Pricing Catalog, reflect the best pricing available for the equivalent product, configuration and options regardless of volume or the acquisition method and that they do not exceed prices Respondent currently offers in Tennessee.
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5. Delete RFP Attachment B, Item Reference B.19.

6. Delete RFP Attachment G, Section A.2.a in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- a. Through this Tennessee Schools Affordable Laptop Program Contract ("Affordable Laptop Program"), education agencies ("EAs") shall rent computer equipment through a subscription as described in Attachment 3, Contractor's Price Catalog. For this Contract, computer equipment consists of laptops, tablets, and associated peripherals.

(1) EA is the term used to collectively refer to all Tennessee public local education agencies, charter schools, State Special Schools, and the Achievement School District as defined in T.C.A. § 49-1-614.

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

- a. [Reserved]

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

- b. At the procuring EA's request, the Contractor will provide the services to accomplish the requirements detailed in the Statement of Work (SOW) provided by the procuring EA. This Contract is limited to computer equipment and white glove services. The monetary cap for a project will be defined in the SOW ("SOW Monetary Cap").

9. Add the following as RFP Attachment G, section A.4.i.(4)iv.

- iv. Benefits shall not be given to an EA such as free products, free devices, free software or services, or other free no-charge items, unless that same benefit is given to all EAs.

10. Add the following as RFP Attachment G, section A.4.I.(4).

- (4) The EA will advise if the termination is due to non-appropriations/non-funding. The EA shall pay all amounts due until the equipment is returned to the Contractor in addition to any unpaid invoices that are not in dispute

11. Delete RFP Attachment G, section A.5 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- A.5. The EAs are responsible for the correct use and protection of all equipment furnished by the Contractor.
- a. Upon termination of this Contract or the end of the subscription period, all equipment furnished by the Contractor shall be returned to the Contractor in the same condition as when received, less reasonable wear and tear. Reasonable wear and tear is expected. Should the equipment be destroyed, lost or stolen, the EA shall be responsible to the Contractor for the fair market value of the property at the time of loss.
 - b. Should the equipment be lost, destroyed or stolen prior to the end of the subscription period, the EA shall notify the Contractor. The Contractor may at its option either receive payment from the EA for the fair market value of the property at the time of loss, in which event the subscription for this piece of equipment shall terminate, or the Contractor may replace the equipment with an equivalent and the subscription shall continue.

12. Delete RFP Attachment G, section C.1 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- C.1 There shall be no cost to the State, with the exception of State EAs as defined in Contract Section A.2.a.(1), for the performance of services under this contract.

13. Delete RFP Attachment G, section C.2 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- C.2. The Contractor agrees that the prices of equipment, which prices are listed in Attachment 3, Contractor Price Catalog, do not exceed prices Contractor currently offers in Tennessee.

14. Delete RFP Attachment G, section C.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- C.3. [Reserved]

15. Delete RFP Attachment G, section C.7 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- C.6. The Contractor may adjust the rates in Attachment 3 no more than quarterly.
- a. Any increase shall be based on the Contractor's actual cost increase, may not constitute additional profit as shown in written cost documentation and must contain data establishing or supporting the general or industry wide nature of the change. At the option of the State, (1) request may be granted, or (2) continue the Contract without change.
 - b. Approval of Price Increases: If approved, the Contractor Price Catalog will be revised to reflect the approved price increase. The Contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the original contract price. Approval of any price increase renews the firm price period.
 - c. Price Increase Rejection: If the State rejects a request for a price increase, the Contractor will be notified in writing of the State's intention.

16. Add the following as RFP Attachment G, section D.31 and renumber any subsequent sections as necessary:

- D.31. Limitation of Contractor's Liability. The Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to five million dollars (\$5,000,000.00), PROVIDED THAT in no event shall this Section limit the liability of the 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.

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

ATTACHMENT D

Cost Proposal & Evaluation Guide

For Qualified Respondents Only

Cost Proposals/Negotiations will only be requested of Qualified Respondents in the competitive range. This is a place holder for the document that will be issued to Qualified Respondents at that part of the procurement process.

COST RESPONSE SCHEDULE – The Cost Response Items, detailed below, shall be utilized solely to calculate the maximum cost that can be quoted on any individual EA SOW project and the corresponding Task Order (TO) issued under a Contract. The Items will not be used to determine the Respondents who are awarded Contracts. However, the State reserves the right to negotiate with the Respondent in accordance with RFQ Section 5.4.

This cost evaluation in RFQ Attachment D will establish maximum costs for the Items that will be used to calculate the maximum cost that the Respondent can be bid for the firm, fixed cost for an SOW as described in *pro forma* Contract Section A.4. The maximum cost (discounted estimated retail project cost) for each SOW quote shall be determined using the Price Catalog as described in Pro Forma Contract Attachment 3.

The Cost Response shall remain valid for at least 120 days subsequent to the date of the Cost Response opening and thereafter in accordance with any contract resulting from this RFQ. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

The prices submitted in the Pricing Catalog shall not exceed prices Respondent currently offers in Tennessee.

The Respondent must complete all rows and columns in the State provided Price Catalog excel spreadsheet using the following instructions:

- Submit in an Excel spreadsheet
- Organize your Price Catalog using separate tabs for each of the following:
 - Laptops (specify OS and software)
 - Tablets (specify OS and software)
 - Peripherals,
 - Warranties, and
 - White glove services (if offering)
 - Pricing may be expressed as inclusive or exclusive or as a combination of both at the discretion of the Respondent providing such distinction is clear.
 - The prices must reflect the best pricing available for the equivalent product, configuration and options regardless of volume or the acquisition method.

- Enter a percentage discount per month/per device if offering one

18. **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.