



STATE OF TENNESSEE
TRANSPORTATION

REQUEST FOR PROPOSALS # 40100-51182 AMENDMENT # 1 FOR AIRPORT OPERATION DATA COUNTERS

DATE: 6/14/2024

RFP # 40100-51182 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		May 10, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	May 15, 2024
3. Pre-response Conference	10:00 a.m.	May 17, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 20, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 24, 2024
6. State Response to Written "Questions & Comments"		June 14, 2024
7. Response Deadline	2:00 p.m.	July 1, 2024
8. State Completion of Technical Response Evaluations		July 15, 2024
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 17, 2024
10. Cost Negotiations (Optional)		July 18 – 19, 2024
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 23, 2024
12. End of Open File Period		July 30, 2024
13. State sends contract to Contractor for signature		August 1, 2024
14. Contractor Signature Deadline	2:00 p.m.	August 7, 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
		1. Would it be impossible for the state to accept electronic submissions in lieu of sealed packages for this acquisition?	Response submission will remain as detailed in RFP Section 3.2.
		2. Some of the information requested in the RFP is competition sensitive and/or proprietary. Making such information public could cause irreparable harm, especially to small businesses. Is it impossible for the state to provide a mechanism to protect this sensitive information?	Please see RFP Section 4.8
		3. To our knowledge, there have been three statewide contracts awarded to date to two vendors. Is it the desire of the state to limit the competition to the two vendors?	No. Competition is encouraged among all qualified respondents.
		4. As indicated in the RFP, the number of geofences to be established per airport could vary widely. This will likely lead to vendors guessing at what average number of geofences will actually be needed. This could lead to a scenario where either the vendor has underbid which could lead to a strain in service delivery/quality or the state overpaying for unneeded services. Would it be out of the question to establish a base number of geofences per airport or per contract to be established along with requesting a cost per additional geofence from the vendors?	The number of geofences to be established for the entire 68 airports included in this contract is 1,333. Each airport will have a specific number allocated to them out of this total number. This total number includes 993 geofences that are directly tied to the total number of pavement "sections" of all airports within the existing TDOT Aeronautics Division's airport pavement management system. The website about this information can be found at the following link: Tennessee IDEA — Airport Details (appliedpavement.com) . The remaining 340 geofences allow each of the 68 airports to designate up to 5 airport defined geofences.
		5. Given the size, scope, data sensitivity and likely interface approach associated with systems supporting the information and access desired by the state, would it be inappropriate to reduce the Cyber liability coverage amount?	The State feels that given the level of risk associated with the contract, the current cyber liability coverage amount is appropriate.
		6. Section D.32.c (page 50) requires: The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles). We outsource the installation of our equipment and thus, have no use for automobile insurance. What alternatives do we have to fulfill this requirement?	As provided in Section D.32., in the Contractor's COI "the Contractor shall provide...evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy." If the Contractor does not own, lease, or hire any automobiles, evidence that all subcontractors meet/exceed the required coverage should be provided in its COI instead.
		7. Section A.8 states: The Contractor shall also ensure all staff completing these tasks are trained to operate on airports, have the necessary equipment needed to monitor airport	This requirement is to ensure all Contractor personnel operating in an airport's operations area is trained and equipped per Federal Aviation Administration (FAA) requirements to do so as this is a safety critical issue. If the

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		<p>traffic, and have vehicles outfitted with the FAA-required lighting and equipment to operate on airport grounds in compliance with the most current FAA Advisory Circular 150-5210-5D Painting, Marking, and Lighting of Vehicles Used on an Airport:</p> <p>Our equipment can always be installed without entering the airside in a vehicle. What alternatives do we have to fulfill this requirement?</p>	<p>Contractor's personnel will never enter or operate inside an airport's operations area to install the systems or for any other means to fulfill the requirements of this contract, then this requirement would not apply.</p> <p>See Item 4 below for revised Pro Forma Contract Section A.8..</p>
		<p>8. Section A.5 (page 34):</p> <p>The Contractor shall remove the operations data counter systems from the remaining fifty-two (52) airports after the second year of data collection is completed as part of this Contract.</p> <p>Assuming the host airport is interested in continuing to collect operational data, would it be possible for the vendor to keep the data counters in place, at no cost to the state?</p>	<p>Yes, the Contractor may enter a separate, stand-alone agreement with one or more of the specified 52 airports to maintain the systems at those airports after the Contract's 2nd year of data collection. However, the State will not be held liable for any financial payment or other factors resulting from the agreement specifically between the Contractor and airport(s). All obligations and conditions of this contract must be fulfilled first prior to arranging this separate agreement with an airport(s).</p> <p>See Item 3 below for revised Pro Forma Contract Section A.5..</p>
		<p>9. Section A.3 (page 18) requires respondents to:</p> <p>provide a reference letter from a State Department of Transportation or State aviation agency detailing this experience certified on the respective reference's letterhead.</p> <p>At the same time, the Attachment 6.4. Reference Questionnaire (page 27) requires:</p> <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:</p> <ul style="list-style-type: none"> ▪ two (2) contracts Respondent currently services that are similar in 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. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency.</p> <p>Questions:</p> <ul style="list-style-type: none"> • Are the above the same requirement or two different requirements? There is no direct reference to Reference 	<p>These are two separate requirements.</p> <p>RFP Attachment 6.2 – Section A, A.3 has a requirement to submit a reference letter from a State Department of Transportation or State aviation agency detailing this experience certified on the respective reference's letterhead. This is a requirement and will be evaluated as part of the pass/fail section of this RFP. This reference should be included in your technical response to this RFP.</p> <p>RFP Attachment 6.4 is reviewed by the State; however, the references are not evaluated. These references should come from individuals who are not current State employees of the procuring State Agency (i.e. Tennessee Department of Transportation) for projects similar to the goods or services sought under this RFP.</p>

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		<p>Questionnaire in the Technical Response & Evaluation Guide beginning on page 18.</p> <ul style="list-style-type: none"> • Should the reference in Section A.3 be delivered using the instructions of the Reference Questionnaire? <p>Note: If these are different requirements, the requirement of individuals not being state employees is going to make its fulfillment very challenging, as most such statewide initiatives are fairly recent and references will likely still be employed by the procuring State agency.</p>	

3. Delete RFP section Pro Forma 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. Participating Airports and Timeline. The Contractor shall install operations data counter systems at sixty-eight (68) public-use airports identified by the State for the first two years of data collection within three (3) months of a notice to proceed issued by the State. The Contractor shall provide an installation schedule to the State for review and approval and coordinate with the participating airports to ensure successful installation.

The Contractor shall keep the operations data counter systems installed, maintained, and operational at sixteen (16) public-use airports identified by the State for the third through fifth year of the Term of this Contract. The Contractor shall remove the operations data counter systems from the remaining fifty-two (52) airports after the second year of data collection is completed as part of this Contract.

The Contractor may enter a separate, stand-alone agreement with one or more of the specified 52 airports to maintain the systems at those airports after the Contract's second year of data collection. However, the State will not be held liable for any financial payment or other factors resulting from the agreement(s) specifically between the Contractor and airport(s). All obligations and conditions of this contract must be fulfilled first prior to arranging this separate agreement with an airport(s). The Contractor must provide written notification to the State identifying which of the 52 airports had their systems removed and which entered into a separate, stand-alone agreement with the Contractor to continue collection of operations data.

The Contractor may enter a separate, stand-alone agreement with one or more of the remaining 16 airports to maintain the systems at those airports after the Contract's fifth year of data collection. However, the State will not be held liable for any financial payment or other factors resulting from the agreement(s) specifically between the Contractor and airport(s). All obligations and conditions of this contract must be fulfilled first prior to arranging this separate agreement with an airport(s). The Contractor must provide written notification to the State identifying which of the 16 airports had their systems removed and which entered into a separate, stand-alone agreement with the Contractor to continue collection of operations data.

4. Delete RFP section Pro Forma A.8 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.8. Data Collection, Data Sources, System Installation, and Maintenance.

a. The Contractor shall install the operations data counter system on-site at each airport designated by the State. The Contractor shall ensure that the operations data collection start date

shall not begin until all systems have been installed at each airport under this contract and all systems have been verified as operating and functioning as intended.

b. The Contractor shall also perform maintenance and replacement of the operations data counter system on site at each airport and to its online database as the need arises. The Contractor shall begin the maintenance and replacement process within five (5) business days of identifying any system(s) not operating as intended or no longer operating. The schedule to complete the maintenance or replacement of the system(s) will be agreed upon among the Contractor, State, and associated airport.

c. The Contractor shall have the staffing available to complete all installations, maintenance requests, and replacements. The Contractor shall also ensure all staff completing these tasks are trained to operate on airports, have the necessary equipment needed to monitor airport traffic, and have vehicles outfitted with the FAA-required lighting and equipment to operate on airport grounds in compliance with the most current FAA Advisory Circular 150-5210-5D Painting, Marking, and Lighting of Vehicles Used on an Airport:
faa.gov/documentLibrary/media/Advisory_Circular/AC_150_5210-5D.pdf

If Contractor staff will not enter or operate inside an airport's operations area to install the systems, perform maintenance or for any other means to fulfill the requirements of this Contract, then compliance with FAA Advisory Circular 150-5210-5D would not apply.

d. The Contractor shall provide a direct data source for aircraft position. During installation, the Contractor shall demonstrate the capture of aircraft data, operations, and activities in real time to the State and airport to ensure validation and accuracy.

5. Delete RFP section Pro Forma B.1. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

B.1. This Contract shall be effective on DATE ("Effective Date") and extend for a period of **sixty-four (64)** months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

6. 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.