



STATE OF TENNESSEE  
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR QUALIFICATIONS # 33104-00117  
AMENDMENT # 6  
FOR THE TENNESSEE SCHOOLS AFFORDABLE  
LAPTOP PROGRAM**

**DATE: January 25, 2017**

**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 January 11, 2017 January 19, 2017 <b>January 25, 2017</b>
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 A question was asked about whether the RFP is for the leasing or purchasing of laptops by the State.	The State is seeking to lease and not purchase laptop computers.
2 A question asked whether the State would accept redline revisions to the Pro Forma Contract.	Awarded respondents are expected to sign a contract that is substantially the same as the Pro Forma Contract in form and substance. No redlines are

QUESTION / COMMENT	STATE RESPONSE
	allowed.
3 Information was asked about the following points:	
The location of any contractor limitation of liability.	Contractor limitation of liability was inserted as Section D.31 through Amendment 3.
Automatic price reductions (C.3).	This was removed through Amendment 3.
Most Favored Nation pricing (C.2 & A.2(g)).	The final reference to MFN pricing was removed through Amendment 5.
Are payment terms net 30 or otherwise.	Amendment 5 added language to the form TO stating that the EAs will make payment pursuant to the Tennessee Prompt Payment Act.
Prohibition on use of subcontractors (D.6).	As stated in D.6 Contractors may use subcontractors with the approval of the State.
Whether the State would modify the Hold Harmless Section D.24.	This is approved template language in the best interest of the State and will remain as written.
Whether the State would modify the Intellectual Property indemnity Section E.4.	This is approved template language in the best interest of the State and will remain as written.
Application of HIPAA and other privacy laws.	D.23 requiring compliance with HIPAA and other privacy rules states that Contractors will comply with the law. If Contractors are exposed to or handle private information or HIPAA-protected information then yes, the State expects Contractors to follow all applicable laws and regulations. The State has been informed that in the course of performing obligations under this Contract, Contractors may be physically on school premises or otherwise have access to or be exposed to private or HIPAA-protected information. The State does not believe that this mandatory HIPAA language should be removed.
Software license provision in Section E.8, specifically regarding possible licenses with third parties.	E.8 states that the State will have the right to use all software provided under the Contract. The State cannot agree in advance to enter into agreements with third parties.

QUESTION / COMMENT	STATE RESPONSE
<p>Software support in Section E.9, specifically regarding support of possible third party software.</p>	<p>This obligation to support is only the extent Contractors make such support (consisting of upgrades, modifications, bug fixes, or other improvements) generally available to its customers. If a Contractor does not make such support generally available, this obligation would not apply.</p>

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.