



**REQUEST FOR PROPOSALS # 34800-092922
AMENDMENT # 2 FOR DNA TESTING DNA
TESTING OF SEXUAL ASSAULT KITS AND
PROVISION OF ANY NECESSARY WITNESS
TESTIMONY**

DATE: 01/04/23

RFP # 34800-092922 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		December 5, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	December 9, 2022
3. Pre-response Conference	10:00 a.m.	December 13, 2022
4. Notice of Intent to Respond Deadline	2:00 p.m.	December 15, 2022
5. Written "Questions & Comments" Deadline	2:00 p.m.	December 21, 2022
6. State Response to Written "Questions & Comments"		January 4, 2023
7. Response Deadline	2:00 p.m.	January 11, 2023
8. State Completion of Technical Response Evaluations		January 20, 2023
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 23, 2023
10. Negotiations (Optional)		January 24-25, 2023
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	January 26, 2023
12. End of Open File Period		February 2, 2023

13. State sends contract to Contractor for signature		February 3, 2023
14. Contractor Signature Deadline	2:00 p.m.	February 4, 2023

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
RFP Section 4.8	Pg. 12	1. Please provide instructions for marking any proposal contents "Confidential".	The State does not accept redacted or confidential proposals. Please refer to Section 4.8 of the RFP.
RFP Section 3.2.2	Pg. 8	2. Section 3.2.2. The Response requires hard copy and CDs. In order to control costs and ensure timely delivery, we kindly request the ability to submit the response electronically via a portal or email rather than hard copy.	No. The State is requiring one original paper copy and 5 digital copies be mailed to the Solicitation Coordinator prior to response deadline. Please see Item 4 below.
RFP Section 5.3.5 & RFP Section 5.3.6	Pg. 17	3. Regarding the pro forma contract, what is the process for taking exceptions which may have a material impact?	After Notice of Intent to Award, per RFP Section 5.3.5 and 5.3.6, the State can entertain limited negotiations with the intended awardee so long as any requested changes do not substantively change the contract or potentially affect competition. The State retains the sole determination of what constitutes a substantive change. The State will not accept changes that substantively or materially change the contract.
RFP Section 5.3.5 & RFP Section 5.3.6	Pg. 17	4. Technical Response item A.1 requires signing of Attachment 6.1 without exception. Our company policies regarding liabilities do not allow us to agree to certain terms in the pro forma contract. Please clarify how a respondent can take exceptions.	After Notice of Intent to Award, per RFP Section 5.3.5 and 5.3.6, the State can entertain limited negotiations with the intended awardee so long as any requested changes do not substantively change the contract or potentially affect competition. The State retains the sole determination of what constitutes a substantive change.
RFP Attachment 6.6, A.15	Pg. 36	5. A.15 requires the Contractor to provide services at no cost far beyond the term of the contract (in perpetuity). As written, it will result in	A.15. will not be struck.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>a significantly higher cost to the city for a Contractor to attempt to include this in the testing price. It is not uncommon for investigative leads to be generated decades after the initial testing is performed. Additionally, the technology of the future is unknown, making it virtually impossible to reasonably estimate the cost of providing this service. Finally, due to it being uncapped in length, it is not possible to even estimate the liability being incurred. This has serious consequences for a company's balance sheets. We respectfully request that section A.15 be struck or, at a minimum, updated to limit this requirement to the contract term.</p>	
<p>RFP Attachment 6.6, A.25</p>	<p>Pg. 37</p>	<p>6. A.25. Request to strike. As written, it will result in a significantly higher cost to the city for a Contractor to attempt to include this in the testing price.</p> <p>a. Testimony for 1 day of testimony per case in perpetuity. Similar to A.15, it is not uncommon for leads and hits to be generated decades after initial testing is performed and the contract has expired. This requirement would also require the Contractor to accept a liability extending far beyond the term of the contract and even the life of all current employees. We kindly request that this requirement be struck, or, at a minimum, updated to limit the</p>	<p>A.25. will not be struck.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>requirement to the contract term.</p> <p>b. Retest of SAK evidence at no cost. This provision allows the State to have all work retested should an analyst leave the company for any reason. It is not difficult to envision a scenario where EVERY case worked by a Contractor is subject to this requirement potentially multiple times. Not only would this clause have a dramatic impact on the cost to the state for the project, it again creates an incalculable liability. Therefore, we request that this requirement be struck. While we understand the concern, in our experience analysts departing or testifying post-employment can be managed cost-effectively through collaboration with the Contractor, the attorney and the state crime lab, if necessary, as the need arises.</p>	
RFP Attachment 6.6, A.28	Pg. 37	7. Section A.28 requires Contractor to use SAMSTRACK. Can you detail what Contractor is responsible for the use of the software?	The awarded Contractor, prior to beginning work on the SAK, would be responsible for logging into the SAMSTRACK system and entering that it is in the process of being analyzed. The purpose of SAMSTRACK is to allow victims to determine where their kit is in the process.
RFP Attachment 6.6, D.5	Pg. 41	8. Under Section D.5 of the Proforma Contract, we request that the termination for convenience be made mutual.	Contract Section D.5 will not be amended to be made mutual.
RFP Attachment 6.6, D.32.d.2	Pg. 49	9. Under Section D.32 of the Proforma Contract, subsection d.2 has a typo for the required amount of cyber insurance. We recommend that the	Please see Item 5 below.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		State use the \$2M coverage amount which is typically what we see in contracts.	
General Scope Question	N/A	10. Are all Sexual Assault collection kits, and collection materials included, consistent throughout the State of Tennessee or do the types of collection kits, collection materials, and associated paperwork vary by county?	Contents of SAKs are the same but paperwork can vary with medical collection notes.
General Scope Questions	N/A	11. What sample types are included in the collection kits?	Sample types included in SAKs could include, but not limited to, the following: buccal swab, vaginal swab, oral swab, anal swab, cervical swab, external genitalia swab, questioned saliva, and underwear.
General Scope Question	N/A	12. Are undergarments submitted as part of the collection kits?	Yes. Underwear may be submitted as part of the SAK.
General Scope Question	N/A	13. Would all 1000 kits be received in one mass submission, or would shipments be received in batches?	No. The SAKs would be sent in batches from three different TBI laboratories—Nashville, Jackson and Knoxville.
General Scope Question	N/A	14. Based on previous work, what is the approximate frequency that analyst testimony is required in court?	The State does not have this documentation readily available.

3. Delete RFP Attachment 6.6 Cover Page in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

RFP # 34800-092922 PRO FORMA CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

If the contract is awarded to a governmental entity established pursuant to *Tennessee Code Annotated* and separate and apart from the State (e.g., a human resource agency, a developmental district, etc.), the standard terms and conditions of the contract shall be revised accordingly. If the contract is awarded to a campus or institute of the University of Tennessee system, an institution governed by the Tennessee Board of Regents, or a State University or Locally Governed Institution, the standard terms and conditions of the contract shall be revised accordingly.

4. **Delete RFP Section 3.2.2 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 34800-092922 TECHNICAL RESPONSE ORIGINAL”

and Five (5) digital 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 CD-R recordable disc or~~ USB flash drive labeled:

“RFP # 34800-092922 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 34800-092922 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, ~~standard CD-R recordable disc or~~ USB flash drive labeled:

“RFP # 34800-092922 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

5. **Delete RFP Pro Forma Section D.32.d.2 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

2) Such coverage shall include data breach response expenses, in an amount not less than **two** million dollars (\$2,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

6. **Delete RFP Pro Forma Section 1.1.2 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

The agency estimates that they have a total of **one million five hundred thousand dollars (\$1,500,000.00)** available for these contract(s).

7. **Delete RFP Pro Forma Attachment 6.6 Section 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 for the period beginning on **February 15, 2023** (“Effective Date”) and ending on **December 31, 2023**, (“Term”). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

8. **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.