



STATE OF TENNESSEE
Department of Environment and Conservation

**REQUEST FOR PROPOSALS # 32701-25-195
AMENDMENT # 1
A DRINKING WATER PROGRAM AND PROJECT
MANAGEMENT SYSTEM**

DATE: April 2, 2025

RFP # 32701-25-195 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		February 24, 2025
2. Disability Accommodation Request Deadline	2:00 p.m.	February 27, 2025
3. Pre-response Conference	10:00 a.m.	March 3, 2025
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 5, 2025
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 14, 2025
6. State Response to Written "Questions & Comments"		April 2, 2025
7. Response Deadline	2:00 p.m.	April 16, 2025
8. State Completion of Technical Response Evaluations		May 2, 2025
9. State Schedules Respondent Oral Presentation		May 7, 2025
10. Respondent Oral Presentation		May 14-15, 2025
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 16, 2025
12. Negotiation		May 19-23, 2025
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 28, 2025
14. End of Protest Period		June 4, 2025
15. State sends contract to Contractor for signature		June 6, 2025
16. Contractor Signature Deadline	2:00 p.m.	June 11, 2025

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
Pro Forma E.6.a.(1).	Proforma 24	Our company specializes in water and wastewater data management systems for federal, provincial, and municipal agencies across Canada. We learned about this opportunity through our US business partner and are exploring the best approach for participation. Could you confirm whether this RFP is open to Canadian companies or restricted to US firms? If needed, we are open to partnering with a US company.	The RFP is open to companies outside of the United States. However, the Respondent must be able to meet all requirements in the RFP and pro forma documents including the data requirements in pro forma section E.6.
4.7.3.	RFP 14	Is there any required registration with the State of Tennessee or the relevant department to participate in this RFP?	There are no required registrations with the State of Tennessee in order to respond to the RFP. However, the State does require supplier registration in the State's Edison system in order to be awarded the contract. Supplier registration information can be found here: Supplier Information. In addition, pro forma section D.22. requires registration with the Tennessee Department of Revenue.
1.1.2.	RFP 2	What access and roles do you need your labs and PWS to have to the solution proposed in the technical response? Can you clarify what submissions will be made? (This question pertains to the Request for Proposals 1.1.2., 3rd bullet point, page 2 of 41.) And what information do you want to share with them through the solution?	We need the ability for labs and PWS to submit data and update information for their entity. Roles would be read-only and read/write. Submissions will be of water quality tests by PWS and test results submissions by Labs from their respective systems. (refer to section C of the RFP). We want to share the current program standing of each lab and PWS as well as their previous submissions.

Attachment 6.2.	RFP 21	<p>This question about the instructions for formatting the technical response has four parts. (This question pertains to RFP Attachment 6.2 pages 21-31 of 41)</p> <p>1) What format or organization for the technical response is required? Do we copy the 6.2 a-c table into a file and make it the TOC (which is 19 pages) and then recopy the same pages below the TOC and write answers?</p> <p>2) If the answer to question 1 is "yes", the response will be 38 pages before we start writing and table format does not permit much space for a response. If permitted, it would be easier to refer to the correct section header and item reference (e.g., A.1.) and write the response in a Word document.</p> <p>3) If the answer to question 1 is "no", can you please describe what format you want to see for the technical response?</p> <p>4) May resumes be included as an attachment and excluded from the page count?</p>	The formatting for the technical response is covered in section 3.1. of the RFP document. Please refer specifically to sections 3.1.1.1. and 3.1.1.2.
Attachment 6.2.	RFP 21	Regarding Business Process Improvement - Is this a defined process that TN conducts and can they explain it so we understand the level of effort (time) required for the vendor to participate? (This question pertains to the RFP Attachment 6.2. - Section A, A.11., page 22 of 41, Section C, C.15., page 31 of 41; and in the Pro Forma Contract, RFP Attachment 6.6, Scope A.9., page 5 of 35.)	The State encourages continuous improvement efforts in all projects. The vendor awarded this contract will need to be able to support lean process improvement efforts and assist the division with streamlining processes given the capabilities of the selected solution.
Attachment 6.2.	RFP 21	Could the state please define what facilities are being managed, as noted in RFP Attachment 6.2. - Section C, C.4.e., page 27 of 41).	Public Drinking Water Systems (which exist within PWS')

Attachment 6.2. & Pro Forma A.4.e.i.3.	RFP 21 / Pro Forma 3	Does the state have an existing system/solution to manage enforcement that they plan to maintain and use to manage their enforcement program? We note enforcement is covered in several places, e.g., in the RFP Attachment 6.2. - Section C, C.10.a.iv., page 30 of 41; and in the Pro Forma Contract, RFP Attachment 6.6, Scope A.4.e.i.3., page 3 of 35, and we are uncertain whether the state needs a new solution or has a system that is already meeting the needs.	The State will need a solution that can manage and track noncompliance events. Enforcement actions are managed within a system that will be retained.
Attachment 6.3.	RFP 21	Regarding the Cost proposal: The price per component, system, phase, process, or module varies. This question pertains to RFP Attachment 6.3, Cost Proposal & Scoring Guide, pages 34 & 35 of 41. How does the state want the cost proposal to represent the variation and quantities, e.g., 1) Should we show total cost and consider it one unit; 2) Create new rows in the cost table and show cost per item and number of items; or 3) Other, please describe your preference if different than 1 or 2?	The State is requesting a single unit cost per cost item description. The evaluation factor is the estimated quantity of units per cost item description.
3.1.1.2.	RFP 8	Are the required documents (i.e. the Statement of Certifications and Assurances, Business License, bank reference, Respondent charts/graphics, etc.) counted against the page limit if left in the response, or must they be added separately as an appendix?	The required items count toward the page limit. Maps, graphs, and charts included as an appendix will not count against the page limit.

		Does Tennessee have a State Single Sign On that the Department would like the application to connect to for authentication? If yes, is it for state staff users or external users, or both?	Internal access is via Microsoft Active Directory sign-on, MyTN or Ping IAM. External users access is preferred via MyTN.
1.4.2.2.(a)	RFP 3	Section 1.4.2.2. (a) - The link provided in the RFP takes us to a webpage with a 404 error.	Please see the updated link: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe.html
		Will this solution be replacing an existing solution? If so, what solution (or system) is that? Would historical data need to be uploaded and integrated in the solution? What is the quantity and type of archived and historical data that would need to be uploaded and integrated?	Yes, this solution will be replacing an existing solution; however, the existing solution is not a system made of structured sets of components that work together to perform a specific function. The current solution is comprised of one or more technologies and processes that are too labor-intensive to efficiently maintain and update as business needs evolve. Yes, historical data integration is required. Type: Access dbs and Excel that contain Lab info, PWS info, submissions, results, etc. (refer to RFP section C)
		What is the expected timeline (length of time) the state has for this implementation from project kickoff to go-live?	The State anticipates this will be a rolling implementation with the first modules completed by December 2025.
		Is there a preference or expectation that this solution is a commercial off-the-shelf (COTS) software product or a custom built integrated product?	The State has no preference as long as the solution meets timeline and budget considerations.
		Is there a requirement or preference for this solution to be hosted in the cloud or on the state's network?	The preference is cloud hosting. Hosted on the TNCloud in either AWS or Azure, per Pro Forma Section A.4.h. If Vendor cloud hosted is preferred, it is possible with a solid case for why and a security assessment of the Hosting vendor/site. Either scenario requires compliance with the security section contained in this RFP, Attachment 6.6, Section E.6.

3.1.1.2.	RFP 8	How long do you expect the proposal to be?	Per the RFP Section 3.1.1.2., A response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed 50 pages in length (maps, graphs, charts, as noted and included as an appendix will not count against this page limit).
		Can you provide more details on the budget constraints or funding availability?	Funding will be a mixture of state and federal funds. (refer to RFP section 1.1 for additional details.
		What are the anticipated changes in project scope or priorities?	There are none identified at the moment.
		Can you detail any previous challenges encountered in similar projects?	Previous project challenges have not been encountered as this is the first attempt at a project of this nature.
		What are the key evaluation criteria for proposals?	Refer to RFP attachment 6.2
		What are the existing infrastructures in place?	Currently, there are Access dbs and Excel files that contain Lab info, PWS info, submissions, results, etc. (refer to RFP section C)
		What were the challenges with the previous solutions?	There is not one cohesive solution that seamlessly integrates with all the downstream systems.
		Is there an incumbent? If so, how much was their contract worth?	No. There is no incumbent vendor.
		Do commercial or government references carry different significance in the evaluation process?	There is no difference for the reference types
		Are there any additional or optional features you would desire beyond the stated requirements?	The State is open to considering recommendations and suggestions for additional/optional features. Although, any recommendations and suggestions proposed to be added, will need to be added prior to the response deadline. Once the response deadline has passed, the State cannot accept any material changes to the pro forma.
		Is there an ideal timeline for project implementation and completion?	The State anticipates this will be a rolling implementation with the first modules completed by December 2025.
		What level of post-implementation support is expected?	Please see RFP attachment 6.6

		Have you worked with any vendor to conduct market research or assist in developing this RFP?	No.
2.1.	RFP 7	When do you expect this RFP to be awarded?	Per the Schedule of Events in Section 2.1., the current anticipated Notice of Intent to Award is on May 28, 2025, with the anticipated Contractor Signature Deadline on June 11, 2025.
		How much weight does a Salesforce-based solution carry in the evaluation process?	All solutions will be equally considered.
		Are you interested in a vendor who has GSA Schedule pricing?	A vendor with GSA Schedule pricing is welcome to respond to the RFP. All pricing must be submitted in accordance with the RFP.
		Do you prefer in-person training or virtual training for end users and administrators?	Either are acceptable; virtual would be helpful to support field offices. Please see RFP Attachment 6.6, Pro Forma Section A.5. Solution Training.
		Is this project expected to be fully remote, or are there on-site requirements?	This project is expected to be fully remote.
		Is it acceptable if our subcontractor is a ServiceNow partner while the prime is not, given that the subcontractor will be completing the entirety of the work?	Yes, this type of arrangement is acceptable.
3.2.	RFP 9	The RFP specifies submission via email. Will submissions through GSA eBuy also be accepted?	Per the RFP Section 3.2. Response Delivery, responses must be submitted either by Digital Media (USB Flash Drive) or E-mail.
		We would like to request a one-week extension to provide a more comprehensive response to this RFP. Would this be considered?	No.
		Is there a preferred software solution the state would like vendors to consider when proposing solutions?	No.
		Is the Department of Environment and Conservation seeking a COTS solution or Application development?	The State has no preference as long as the solution meets timeline and budget considerations.

		Knowing that the TDEC currently uses Oracle APEX as one of its technologies, would it be favorable to a proposed solution built with Oracle APEX?	The State has no preference as long as the solution meets timeline and budget considerations.
Pro Forma A.5.	Pro Forma 3	Could you elaborate on the training the chosen vendor must provide? Is it training for the System Administrator? TDEC developers? Must internal end users be trained as well? Specifically, A.5.a indicates "initial training during implementation". Is this training for technical staff, the 100 DWR users, the 1000 external/lab users? A.5.b appears to indicate that post-implementation training is only for technical staff to maintain the system. Is this an accurate interpretation of A.5.b?	At a minimum, the vendor will need to train internal system users, developers, and power users. The vendor will need to ensure power users are provided with the necessary information and job aids to deliver training to external users.
		State Response to Written "Questions & Comments" is set at April 2. Given that the answers to these questions may well affect ours and other responses, would it be possible to move the State answer date back to Wednesday, March 26th to provide us with enough time to affect these changes? Or extend the submission deadline?	The schedule will remain unchanged.
		User Management: Do you have an existing user management solution that you wish to use? The RFP references "active directory." Is this Microsoft Active Directory? Is it on-premises or in the cloud. Does the costing proposal need to include costs associated with MS Active Directory or is that an existing (no additional cost) state resource?	The cost proposal should account for integration with the existing Microsoft Active Directory in use by the State. The AD is functional across on-premises and cloud.

		Application Configuration: Do you anticipate having end users (administrators) configuring workflows at run time or would workflow configurations be a design time effort (done by technical staff)?	We would prefer to have run time workflow configuration capability available with it being restricted to a small group, but it is not mandatory.
		Comprehensive helpdesk support: Will the contractor be responsible for tier 1 support (including triage of incoming requests, responding to end user questions about how to use system functionality that is operating correctly, etc.)? Is the contractor responsible for the help desk infrastructure or does the state have an existing help desk infrastructure that the contractor will utilize?	The preference is for the vendor to provide Tier 1 support with a Knowledge Base of the Common Problems and Step by Step Resolutions containing screenshots to problems for the first year of service operations. In that first year, TDEC and STS will determine if transitioning the support in-house is cost effective, properly staffed, and appropriately trained.
		Can you provide the following: Anticipated number of discreet logical data elements to be tracked Volume of submissions (e.g. number of submissions per month, total database size) Description or number of integrations to other systems (inbound and outbound) Description and number of workflows and their complexities Description and number of discreet reports Description and number of user roles	Data elements: unknown Submission volume: 1.1.2 Integrations: RFP section C.10 Workflows: unknown Reports: unknown User roles: unknown; depends on solution capabilities
		Is the contractor responsible for the daily administration of the infrastructure, availability and user experience of the system?	Yes. Refer to A.6
		Will the DWR have any involvement in running the system or will the state only have end users of the system?	Yes, DWR will have some involvement in running the system. This will be restricted to a small group of power users.

E.6.b.		Will any audit be required for compliance with the STS security policies linked to by TN?	At this time, no specific audit is required in E.6.b. However, the contractor is expected to comply with all requirements.
Attachment 6.2 - Section C	RFP 31	Will the solution be hosted in TDEC Azure Cloud or AWS tenant or can be hosted in the contractor Azure or AWS cloud tenant?	This is answered in Question #15. If state hosted, the selection of AWS or Azure is dependent on the application architecture the vendor application requires.
		Can we propose other cloud providers like Oracle Cloud Infrastructure?	If the vendor is primary for the cloud hosting environments, then Oracle Cloud or Google Cloud Compute are options. Any third-party hosting sites are required to have the same or better flow through security requirements & policies, disaster recovery plan(RTO/RPO) and testing, Security scanning, Cybersecurity Incident Response Plan, participation in audits, cybersecurity insurance, data and support personnel located in the United States (or the currently approved requirements) etc. that the primary vendor has with the State.
		Must a respondent have a pre-existing SOC2 report and ISO-27001 certification or can the respondent commit to receiving compliance after contract award?	The awarded contractor is subject to this requirement once the contract term begins.
Section 4.8.1 (Disclosure of Response Contents) and Addition of Confidentiality Clause in Favor of Contractor	RFP 14	Section 4.8.1 section requires that the respondent not provide any materials that are trade secrets as responses will be open to the public. We are concerned that information subject to statutory requirements (ex: consultants' resumes, which are personal information) or contractual obligations (ex: our references) of confidentiality might be disclosed in the course of the public opening of the documents. Could we identify confidential information as such and could the State take the necessary measures to protect such confidentiality? In addition, the contract does not	No. See RFP Section 4.8: all materials submitted in a proposal become property of the State upon receipt and are subject to public inspection under the Open Records Act at Tenn. Code Ann. § 10-7-503.

		<p>have a confidentiality clause in favor of the Contractor. Could the state include language that protects the Contractor's confidential information?</p>	
<p>Section s. 4.10 (Contractor Performance)</p>	RFP 15	<p>Would the State be willing to modify first sentence of this paragraph to read:</p> <p><i>The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachment) in accordance with the criterias set out in this RFP, as may be amended.</i></p> <p>The term "satisfactory" opens the door to a subjective evaluation of the deliverables, which is not the case if the parties instead rely on agreed upon criterias.</p>	No

Section A.1 (Scope)	Pro Forma 1	<p>Would the state be willing to modify section A.1 as follows:</p> <p><i>The Contractor shall provide all goods or services and deliverables, as required, described and detailed below and shall meet all service and delivery timelines as specified by this Contract.</i></p> <p>For the time being, we believe we are able to achieve the deliverables on the State's current environment, using its current licences. Therefore, no licences are to be sold as part of our offer. However, should the State's needs evolve and should additional licences be required, we want to make sure that licences and services are sold under two separate agreements, as specific conditions, usually included in a EULA, are applicable to licences.</p>	No
Section A.12 (Warranty)	Pro Forma 6	<p>The proposed warranty period is too long. The aim of a warranty should be long enough to allow the State to test out the deliverables provided under the contract. However, as integrations are generally made between the solution provided and third-party cloud solutions, which are bound to evolve with time, integration problems can occur because of such third-party cloud solutions integration. This is not covered by our warranty, but the situation leads to debate regarding the responsibility of such integration problems. With a duration of five 5 years, such debates are bound to occur. Keeping this in mind, would the State be open to replace</p>	No

		<p>“greater” by “lesser” in the first sentence of the paragraph?</p>	
<p>Section D.11 (Records)</p>	<p>Pro Forma 14</p>	<p>Our statutory obligations only require us to retain records for seven years. Would the state be willing to modify the post-contract duration of five (5) years provided under this paragraph for two (2) years?</p> <p>Would the State be willing to modify this paragraph to include a notice period of fifteen (15) days? This will allow us to free up the internal resources required to accompany the auditor.</p> <p>Would the State be willing to limit the scope of the audit as follows to protect the confidential information of our other clients as well as our personnel’s privacy:</p> <p><i>In no event shall the State be entitled to access any data not related to the audit or any information of the other customers of Contractor or the personal information of Contractor’s personnel</i></p>	<p>No</p>
<p>Section D.18 (Limitation of Contractor’</p>	<p>Pro Forma 15</p>	<p>The contracts sets the limitation of liability at twice the Maximum Liability amount detailed in Section C.1. Could this limit be lowered at once this amount? Additionally,</p>	<p>No</p>

s Liability) and D.19 (Hold Harmless)		could this limit be applicable to all claims made under section D.19?	
Section D.32 (Insurance)	Pro Forma 18	Our insurer does not allow for a waiver of subrogation. Is the State willing to remove this requirement?	The State would be willing to add an alternative to the waiver of subrogation requirement in the event the contractor is unable to obtain that endorsement for one or more required policies. The alternative requirement would obligate the contractor to indemnify the State against any subrogation claims brought against it by the contractor's insurer(s).
Section D.32 c. (Insurance – Automobil e Liability Insurance)	Pro Forma 18	We do not own a vehicle and therefore do not have automobile liability insurance. However, our general liability insurance covers damages caused while operating a vehicle. Would the State be willing to modify the requirement for an automobile liability insurance to also allow coverage through a general liability policy?	No, the auto liability policy will remain unchanged
Section A.6 (Support, Maintenan ce and Updates), Section E.3 (Software License Warranty), Section E.4 (Comptroll er Audit Requireme nts), Section E.6 (Informatio n Technology Security Requireme	Pro Forma 4	Would the State be willing to add the following before the first sentence of each of the identified paragraphs: <i>Should licences be sold to the State, the Contractor shall make sure that the terms and conditions applicable to the licences include, at the time of its signature, provisions no less onerous than the following:</i>	No

nts (State Data, Audit, and Other Requirements))			
Section E.11 (Additional lines, items or options)	Pro Forma 27	It is possible that the Contractor identifies requirements that are out of the proposed scope. To that end, could the capacity to make written request to modify the scope of the project be initiated by either party?	Yes, as long as the identified requirements are related to the original scope.
Attachment 6.2. Section C	RFP 27	Would it be possible for the State to provide examples of data sets that would be shared between the proposed drinking water system and the other systems provided in item C.10?	No.
		Can the system be hosted on the Contractor's network?	No. Refer to RFP Attachment 6.6, Pro Forma Sections A.4.g and A.4.h
Attachment 6.2. Section D	RFP 32	What level of demonstration is TDEC seeking for the oral presentations? Would this be a generic demonstration capturing the template and expected features?	Refer to RFP Sections 5.2.1.5 and 6.2 section D
Attachment 6.2. Section C	RFP 27	What type of functionality is TDEC seeking in the sandbox environment (per C.17), recognizing the solution has not yet been fully customized and developed?	We would like a sandbox that allows users to get a general feel and understanding of how the solution will function and how the user experience may appear.

		Does the tool need to be CROMERR certified or is it sufficient to ensure the tool meets the framework qualifications for certification?	The preference is that the tool be CROMERR certified; however, we are open to a solution that meets framework qualifications to achieve certification. If the solution is not certified, the selected vendor would be expected to support the state in successfully securing CROMERR certification.
		Does TDEC have a preference for low code solutions built on third-party software/SaaS vs. a full code stack solution (either approach would be tailored to the specific needs of the RFP)?	No preference as long as the solution meets timeline and budget considerations.
Attachment 6.3.	RFP 34	Do the unit costs (evaluation factor) in the RFP Attachment 6.3 cover the entire 60-month term? Or are the unit costs specifically for the initial 12-month term and escalation would be addressed separately?	This covers the entire 60-month term.
Pro Forma A.11.	Pro Forma 6	In A.11 of the RFP Attachment 6.6, it defines a change order as "changes in the Scope that are necessary but were inadvertently unspecified in this Contract." How should the offeror develop an hourly rate for Professional Services related to change orders that are currently undefined?	This is dependent on the offerors business model. The state has no input into how this should be defined.
		Please clarify what Professional Services related to change orders include (e.g., management time)?	This information is unknown at this time.
Pro Forma A.12.	Pro Forma 6	Please define the Warranty Period in A.12 of the RFP Attachment 6.6 (e.g., one year from date of contract completion).	Shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services.

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.