



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

**REQUEST FOR PROPOSALS # 40100-50919
AMENDMENT # 1 FOR ELECTRONIC
CONSTRUCTION PLANS COLLABORATION AND
STORAGE (ECPCS)**

DATE: March 22, 2024

RFP # 40100-50919 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 20, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	February 23, 2024
3. Pre-response Conference	10:00 a.m.	February 26, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 27, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 5, 2024
6. State Response to Written "Questions & Comments"		March 22, 2024
7. Response Deadline	2:00 p.m.	April 5, 2024
8. State Completion of Technical Response Evaluations		April 19, 2024
9. State Schedules Respondent Oral Presentation		April 22, 2024
10. Respondent Oral Presentation		April 25 – 26, 2024
11. State Opening & Scoring of Cost Proposals	8:00 a.m.	April 30, 2024
12. Cost Negotiations (Optional)	4:30 p.m.	May 1 – 2, 2024
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 6, 2024
14. End of Open File Period		May 13, 2024
15. State sends contract to Contractor for signature		May 14, 2024
16. Contractor Signature Deadline	2:00 p.m.	May 17, 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
General Question	N/A	1) To enable pricing based on annual construction volume, can TDOT provide an estimate or projection of the annual construction execution under the program?	Actual construction spend is approximately \$1.4 billion dollars per year (based on 3 year average).
General Question	N/A	2) TDOT currently stores plans for over 1800 projects and 232,681 plan sheets in the current solution. Can TDOT share what the current folder structure looks like and what other than plan sheets are stored in the current solution?	1) TDOT does not leverage any particular folder structure in the current solution. Folders are currently named in the following simplistic structure: "Contract Proposal Book", "Geotech Reports", "Permits," "Utility Contracts," etc. The important requirement is for flexibility, not that the folders in the new solution follow any specific naming conventions. 2) In addition to plan sheets, the current solution holds photos, RFIs, submittals, markups, and similar documents required for projects.
RFP Section 3.3, RFP Attachment 6.2 – Section B	Pg. 10-11, 26	3) During the pre-proposal meeting we were told that no redline versions of the contract were permitted. Referenced 3.3.1 "a response must not include alternate contract terms and conditions..." However B.18 states that redlines are permitted. Please clarify if redlines are permitted and to what end.	RFP Section B.18 is deleted. Redlines are not permitted.
RFP Section 5.2.3 and 5.3.5	Pg. 17-18	4) Leveraging a commercial SaaS product necessitates the incorporation of commercial licensing terms and condition. Will TDOT amend the RFP language in all applicable areas to allow for the submission of the Respondent's SaaS terms and conditions and to leverage said terms to govern the contract?	Clarification of standard licensing terms may be allowed in accordance with RFP Sections 5.2.3. and 5.3.5.
RFP Section 4.8	Pg 14	5) In reference to Section 4.8.3, please provide the link to this site or webpage.	https://www.tn.gov/generalservices/about-dgs/public-records-requests.html
RFP Attachment 6.6, Section A – Scope, RFP Attachment 6.2, Section C	N/A	6) Section A refers to "a windows device" in multiple items. Is the windows device intended to mean a desktop or mobile device? Specific Items are A.14, A.15, A.16. A Windows Application is also mentioned in Section C, Items C.9., and C.18. Does that refer to a Windows mobile device? If so, could TDOT provide the general type of Windows device?	The reference "Windows device" refers specifically to any device running a Windows Operating System (OS). For example (but not limited to these), TDOT currently deploys Windows laptop devices such as the Dell Latitude 7320, 7420, 5330 models, and similar devices running a Windows OS (currently Windows 10 or 11).
RFP Attachment 6.2, Section C	Pg. 31	7) Can TDOT expand upon the requirements of C.27 for digital signature management on Digital Plan Sheets? Are those signatures currently managed in TDOT's ECPCS?	Please also refer to Pro forma contract Section A.4.f. The intent of the requirement is to protect the integrity of plan sheets that have previously been digitally signed and sealed when uploaded into ECPCS. The content of these digitally signed sheets must not change once uploaded.

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RFP Attachment 6.2, Section C	Pg. 32	8) Item C.39 references signature workflow capabilities. Does TDOT already use an e-signature solution that they would hope to integrate into the ECPCS?	<p>No. Please see also the response to Question 7 above.</p> <p>TDOT does not necessarily require that plan sheets are signed in ECPCS, and there is no need to integrate any particular e-signature solution into ECPCS, but TDOT is interested to learn about the Respondent's digital signature features, if any.</p>
General Question	N/A	9) The states response to questions is on March 22, 2024 and the RFP Response is due on April 5, 2024, exactly two weeks later. Could we respectfully ask for a full month to provide a response after we receive the State's response to our questions? This additional time will be greatly required given the level of complexity with this RFP.	Please see above for the schedule of events. The State is not extending the response deadline.
General Question	N/A	10) The State has a current solution in-place for ECPCS. Could the State share its current number of individual licenses that it is paying for and overall annual pricing?	The State has an enterprise unlimited-user license (not individual licenses) for the current solution. The current year pricing is \$1,099,800 for the unlimited user license, hosting, support, and maintenance.
General Question	N/A	11) The migration of all projects from the current solution to the new ECPCS is not explicitly stated in the RFP. Please confirm the scope of project data migration. Incorporating migration costs into the scope of work may significantly favor the incumbent and disincentivize competition. Limiting the scope of migration may save significant work effort and cost to TDOT and encourage competition and the widest range of options for TDOT. In which Deliverable Item does TDOT place the the migration of two single test projects, and if required, in which Deliverable item does it place the remainder of the migrations?	<p>1) For clarity, the third sentence of Section 1.1 of the RFP is amended to expressly include the word "migration" as follows:</p> <p>"After the initial test project** is successfully migrated, the State requires migration of all State projects from the current software (PlanGrid) to ECPCS during implementation."</p> <p>Section C.2. of the RFP is amended to include the phrases "...including migration of all State projects from the current solution to ECPCS" ... and "migrate all State projects..."</p> <p>Section C.3. of the RFP is amended to include the phrase "...migration of all State projects..."</p> <p>Section C.4. of the RFP is amended to include the phrase "...migration of all State Data from the current ECPCS provider to the Respondent's software..." and "migrate all State projects from the current solution into ECPCS..."</p> <p>Section A.16.c. of the <i>Pro forma</i> Contract is amended to include the sentence "Contractor shall conduct a limited "Go-live" in which Contractor shall migrate an initial State project from the current solution into ECPCS in order to ensure ECPCS is functioning properly prior to migrating all State Data from the current software to ECPCS.</p>

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			<p>Section A.16.d. of the <i>Pro forma</i> Contract is amended to include the following: “Contractor shall Go-live and migrate all State Data to ECPCS. After successful migration of all State projects to ECPCS, ECPCS shall be subject to a sixty (60) day burn-in period...”</p> <p>2) Please refer to Section 1 of the RFP. The “Background” Section provides the information regarding the number of projects held in the current solution. This number will, of course, change slightly over time.</p> <p>3) Other than describing the total number of plan sheets in the current solution (See RFP Section 1 “Background” for this information), the State cannot quantify the exact amount of data in each individual project.</p> <p>4) Thank you for bringing this to our attention. For clarity, we have amended the RFP Attachment 6.3 Cost Proposal and the <i>Pro forma</i> Contract Table C.3.1. to reflect these changes: Migration of first project will occur as part of Deliverable #2, and full migration of all remaining projects (all State Data) will occur as part of Deliverable #3.</p> <p>** Please note, only ONE test project is required for Deliverable #2</p>
General Question	N/A	12) IF any projects are expected to migrate, any and all data migration will need to be accessible to the new contractor. How will TDOT ensure that the selected contractor has access to and technical support with extracting data from the current platform, including access to relevant APIs?	<p>The Contractor is expected to migrate ALL projects from the current solution to ECPCS.</p> <p>The parties will mutually agree on the format of the data and other migration details in the Project Plan.</p>
General Question	N/A	13) On active projects how does TDOT intend to structure the data migration with any drawing markups on-going as-builts or other active changes? How will this work, or will TDOT leave these in the current solution until completion?	<p>The Contractor will be migrating ALL projects, including active projects, and TDOT prefers to maintain as much of the integrity of the markups as possible during migration. TDOT looks toward the guidance of Respondents on how to preserve the integrity of the markups.</p>
RFP Section 1, Introduction	Pg. 2	14) Can TDOT quantify the data migration requirements? How many plans sheets/specification sheets/submittals/RFIs/cut sheets/ other items? This is necessary to accurately scope the work effort.	<p>1) Please refer to Section 1 of the RFP. The “Background” Section provides the information regarding the number of projects. This number will, of course, change slightly over time.</p> <p>2) Other than describing the total number of plan sheets in the current solution (See the Background Section of the RFP for these numbers), the State cannot quantify the exact amount of data in each individual project. Such data may include photographs, drawings, etc.</p>

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RFP Attachment 6.3	Pg. 37	15) Will TDOT accept a modification to the Cost Proposal to accommodate an annual software licensing cost?	No. Respondents should provide their pricing information on RFP Attachment 6.3 named "RFP Attachment 6.3. Cost Proposal Release 5" and submitted in accordance with RFP Section 3.2. Please review RFP Section 3.1.2. If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.
RFP Attachment 6.2, Section A	Pg. 22	16) Will TDOT make exception for a solution that stores data in the United States, and uses data subprocessors with limited access to customer data for processing activities outside of the US? Similarly, will TDOT approve a solution that does not restrict users from accessing the solution from outside of the US? The solution cannot certify that all data would be stored and processed exclusively in the U.S. and will remain onshore in the continental U.S. at all times. TDOT is responsible for managing user accounts and access to data, and a user may access data outside of the United States.	1) A.6. states only that data must be <u>stored</u> in the U.S. 2) The Data Security requirement in Pro Forma contract Section A.15 allows the Contractor to perform tasks from any geographical location provided State Data is not transmitted outside of the USA. 3) Per the Data Security clause described in Section A.15., the Contractor could conceivably create a work product to allow personnel not located in the USA opportunity to write bug fixes or other corrections related to the solution and, if State Data must be accessed in order to implement the bug fix, for teams based in the USA to implement those bug fixes.
General Question	N/A	17) Is there a specific format that TDOT is expecting for the Project Plan? Is there an approval rubric for the Project Plan that the State can share with Contractors in advance?	No. As long as the Respondent's Project Plan meets the requirements for the project, TDOT has no particular template to use.
General Question	N/A	18) Will TDOT allow for alternative delivery and pricing of the services component of the contract (lump sum package paid up front)?	No.
RFP Attachment 6.3	Pg. 37	19) Are all labor categories in the cost model required, or only those that apply to a company's staff and services? Typically, a commercial-off-the-shelf software provider would not be providing hourly fee software development.	Only the labor categories that apply to a given Respondent's staff and services should be provided in the labor categories Section of RFP Attachment 6.3 Cost Proposal Release 5. These will only be used in the unlikely event a change order for an enhancement is necessary. We do not anticipate the need for enhancements but this may become necessary due to unforeseen advances in technology and subsequent changes TDOT IT environment.
General Question	N/A	20) IF data migration is intended to be included, what is the data source(s) you want to migrate data from? - Is this source structured (e.g., databases) or unstructured (e.g., text files)? Does it include attachments? -What insight can you provide into the data schema and fields? - Can the source data be provided in CSV format?	TDOT requires the Contractor to migrate all State Data from the PlanGrid software, where all State projects are currently stored. The parties will mutually agree on the data format and other details for migration in the Project Plan described in Section A.16.a.

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		<p>- How would Contractor access these data sources?</p> <p>-Can TDOT provide a sample of the data to be migrated?</p> <p>-Are there any limitations in terms of how the Contractor could access data sources for migration?</p>	
General Question	N/A	21) What TDOT resources are available to support the data migration (FTE and titles)?	TDOT will only provide resources for testing and validation, and for advisory purposes during the migration. The Contractor is expected to provide all of the resources required for migration.
RFP Attachment 6.6, A.11.g	Pg. 45	22) Item A.11.g on Page 47 requires capability to delete projects. Will the State make an exception for the requirement to delete projects? The software solution provides the ability to mark a project as inactive.	Yes. Marking a project inactive is acceptable provided an inactive project does not show up in TDOT's reporting and the inactive project is not visible to end users other than system Administrators.
RFP Attachment 6.6, E.9.a.6	Pg. 70	23) Will TDOT make exception to the contract Section E.9 a.(6) on page 71 in the RFP, regarding written confirmation of destruction to the State within ten (10) business days after destruction?	The timeframe for destruction in Section E.9.a.(6) could be clarified after award.
RFP Attachment 6.6, E.9.d.1 and E.9.d.2	Pg 71	24) Will TDOT make exception to the contract Section E.9 d.(1)i. on page 71 in the RFP, regarding Recovery Point Objective, for a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours?	No. TDOT will not make an exception to the 24 hour RTO and RPO requirements.
RFP Attachment 6.6, Pro Forma Contract, A.15.d.1	Pg. 47	25) Page 47, item A.15. d. Password Protections: Is "4FA (Four Factor Authentication)" required in addition to the four (4) password construction criteria (listed as i., ii., iii, and iv.), or does the 4FA (Four Factor Authentication) correlate to the four (4) password criteria requirements (listed as i., ii., iii, and iv.)?	<p>Thank you for bringing this to our attention, and we apologize for the typographical errors in punctuation in Pro forma Contract Section A.15.d.(1).</p> <p>Yes, 4FA (Four Factor Authentication) is required in addition to the four (4) password construction criteria described in Section A.15.d.(1).i-iv.</p> <p><i>Pro forma</i> Contract Section A.15.d.1. is amended to read as follows:</p> <p>"The password cannot contain the user name, must be at least eight (8) characters, must support 4FA (Four Factor Authentication), and include all of the following four (4) criteria:"</p>
RFP Attachment 6.6, Pro Forma Contract, A.15.d	Pg. 47	26) Page 47, item A15. d. 4) requires user ID's to be revoked after five (5) consecutive attempts to login with an invalid password. Is a three (3) consecutive invalid password user lockout acceptable, in lieu of a five (5) consecutive invalid password user lockout?	Yes, this is acceptable. The maximum attempts allowable is five (5). Lockout after three (3) attempts is acceptable.
RFP Attachment 6.6, Pro Forma Contract, A.11	Pg 45	27) Will TDOT make exception to the requirement on Page 46, A.11 a. to meet Section 508 ADA standards for web applications?	Section A.11.a. is deleted from the <i>Pro forma</i> contract as this does not apply to this type of software.

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RFP Attachment 6.6, Pro Forma Contract, E.9.a.5	Pg. 70	28) On Page 71, item E.9. (5) notes "The Contractor shall provide such data on media and in a format determined by the State." Is a .pdf export of data created within the software solution acceptable, including the ability to download file attachments in the same format as they were uploaded to the solution?	Yes, if the State requests a copy of all Confidential State Data the Contractor holds in accordance with E.9.a.(5)., a .pdf export of the Confidential State Data including the ability to download file attachments in the same format as they were uploaded to the solution is acceptable.
RFP Attachment 6.6, Pro Forma Contract, E.9.a.6	Pg. 70	29) Item E.9.(6) on page 71 requires the contractor to destroy data stored in backups. Will TDOT make exception for a solution which does not support deletion of individual customer data stored within backups, as the service is a multi-tenant Software as a Service which conducts backups at the platform level? Additionally, will the State make an exception to the requirement to provide written confirmation of destruction to the state within ten (10) business days after destruction?	The State will not agree that Confidential State Data stored within backups would <i>never</i> be destroyed in accordance with NIST 800-88.
RFP Attachment 6.6, Pro Forma Contract, E.9.a.2	Pg 69	30) Regarding Page 70, item E.9. (2), will the State approve the use of a software solution if the encryption technologies are not FIPS 140-2 validated, encryption keys are not managed by the State, and are instead managed by the solution provider?	<ol style="list-style-type: none"> 1) Yes, the State will accept a software solution that is AES 256 validated. 2) See updated E.9.a.2. The Contractor can manage the encryption keys, but must adhere to the National Institute of Standards and Technology (NIST) and the Center for Internet Security (CIS) for cybersecurity practices to protect the encryption keys.
General Question	N/A	31) Will TDOT accept copies of relevant records, third-party penetration and/or vulnerability scan results, and SOC reports, in lieu of the requirements on Page 71, section E.9. c., for control audits to be performed? Due to the number of customers supported by the Contractor, the Contractor cannot allow individual clients to perform audits or inspections.	The State Comptroller of the Treasury generally will not accept third party reports in lieu of their own ability to perform an audit as required.
General Question	N/A	32) Could you please confirm if you are trying to purchase the Trimble products in the field of Transportation?	This RFP is not limited to a specific product and the State welcomes responses from all qualified vendors.
General Question	N/A	33) Is this for Autodesk software?	This RFP is not limited to a specific product and the State welcomes responses from all qualified vendors.
General Question	N/A	34) Can you please clarify Table C.3.2 (under User licenses, hosting, support and maintenance) the line "Note: Actual First year licensing payment shall be prorated from the date deliverables 1-4 are completed to one year from the Effective Date of this Contract." Is the software expected to be billed only after deliverables 1-4 are completed?	<p>*** Please refer to the answer to Question #11 above. Yes. The intent is for the State to begin paying hosting and licensing fees <u>only after the software is actually available for use</u>, therefore the payment for the first year will be prorated from the date Deliverables 1-3 are <i>completed</i>, to one year from the Effective Date of the Contract. For example, if the Contract Effective Date is May 17, 2024, and Deliverables 1-3 are completed July 1, 2024, the first year fee would be prorated from July 1, 2024, to May 17, 2025.</p> <p>The note regarding prorating the first year user license, hosting, support and maintenance fee</p>

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			<p>in Table C.3.2. is amended to require only Deliverables 1-3 to be completed prior to prorated billing to begin. (Billing can, therefore, occur concurrent with Deliverable 4, the 60 day Burn-in Period.) **Keep in mind, the solution is subject to the Reliability requirements described in Section A.18.a. during the Burn-in period.</p> <p>The note in Table C.3.2. is amended to read:</p> <p>“ECPCS Unlimited User License Model Including Hosting, Support & Maintenance Per Month - Year 1, (Note: Actual First year licensing payment shall be prorated from the date deliverables 1-3 are completed to one year from the Effective Date of this Contract.”</p>
RFP Attachment 6.6, Pro Forma Contract, C.3 Payment Methodology	Pg. 55	35) In Table C.3.2 (under User licenses, hosting, support and maintenance), what does the * in Monthly license fee relate to?	For clarity, the title of the column currently named “Monthly License Fee” in the RFP Cost Proposal Attachment 6.3 Release 5 and Table C.3.2. is updated to read “Monthly Rate” since it will encompass more than just licensing. The post-implementation monthly fee shall include an enterprise unlimited user license, hosting, support, and maintenance.
General Question	N/A	36) Can you confirm payment terms will be annual or upfront payments?	Payments will be made annually.
General Question	N/A	37) Will TDOT permit staff/personnel to use an emulator to run the Solution Software iOS/Android app on their state-issued Windows device (laptop or tablet) so as to enable offline viewing and editing of Plan Sheets, Plan Sets, and projects on a Windows device without the use of the Microsoft store with no loss of functionality?	No.
RFP Attachment 6.6, Pro Forma Contract, A.16	Pg 48	38) In reference to providing a statement verifying the Respondent’s software is able to upload and sync all changes made to Plan Sheets, Plan Sets, and projects while offline, does this refer to markups on Plan Sheets, or the actual uploading of new Plan Sheets and revised Plan Sheets / new versions of Plan Sheets within a Plan Set or project?	Please refer to the requirement in Section A.16.
General Question	N/A	39) Does TDOT permit staff/personnel to use personal devices running iOS or Android?	No.
RFP Attachment 6.6, Pro Forma Contract, A.18	Pg. 49-52	40) As all outlined payments related to technical services are in Year 1, does the state not anticipate the need for technical services beyond that year? If so, will these be managed via change order or a new scope?	Please refer to Section A.18. regarding ongoing technical support. Outside of the standard maintenance and support described in Section A.18., the state does not anticipate the need for technical services beyond the implementation and migration phase. If unanticipated technical services are required, these will be managed via a Change Order pursuant to Section A.17. or a memorandum of Understanding pursuant to Section E.10.

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General Question	N/A	41) In reference to the ability of the software to run on a Windows device without the use of the Microsoft store, does this refer to the installation of the application?	Yes. The application must be able to be installed without going through the Microsoft store.
General Question	N/A	42) What computer hardware will field personnel have access to? PC? Android? Apple iOS?	Please refer to the answer to question 6 above.
General Question	N/A	43) Might the State consider the reference questionnaires received in support of responses to ELECTRONIC CONSTRUCTION PLANS COLLABORATION AND STORAGE (ECPCS) RFP # 40100-50919 Rev #3, valid and meeting the requirement for Rev #4 of the RFP?	Previous iterations of this RFP were cancelled, therefor the references submitted cannot be used for a Respondent's response to this version. Respondents will need to have their references resubmitted for this version of the RFP.

3. **Delete RFP #40100-50919 Release #4, in its entirety, and replace it with RFP 40100-50919 Release # 5, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
4. **Delete RFP Attachment 6.3, the Cost Model spreadsheet, in its entirety and insert the revised Attachment 6.3. entitled “Attachment 6.3 Cost Proposal Release #5” in its place.**
5. **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.