



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

**REQUEST FOR PROPOSALS # 34353-14717
AMENDMENT # 4
FOR QUALITY ASSURANCE CONTRACTOR SERVICES**

DATE: DECEMBER 2, 2016

RFP # 34353-14717 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		CONFIRMED
2. Disability Accommodation Request Deadline	2:00 p.m.	CONFIRMED
3. Pre-response Conference	10:00 a.m.	CONFIRMED
4. Notice of Intent to Respond Deadline	2:00 p.m.	CONFIRMED
5. Written "Questions & Comments" Deadline	2:00 p.m.	CONFIRMED
6. State Response to Written "Questions & Comments"		CONFIRMED
7. Response Deadline	2:00 p.m.	December 15, 2016
8. State Completion of Technical Response Evaluations		December 22, 2016
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 23, 2016
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	January 6, 2017
11. End of Open File Period		January 13, 2017
12. FNS Review of Contract		February 20, 2017
13. State sends contract to Contractor for signature		February 21, 2017
14. Contractor Signature Deadline	2:00 p.m.	March 3, 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 Is the State willing to negotiate, in good faith, with the successful bidder the Terms and Conditions? Would the State consider the more recent T&Cs that are being utilized by other state agencies (eg.: TN HCFA)?	Please see Section 5.3.5. of the RFP.
2 Is the EBT system to be offline or online?	Online
3 Is the EBT Planning contractor eligible to bid on the PMSC contractor RFP?	Yes. Please reference Section 1 of the RFP. "The contractor that is awarded the QA contract will not be eligible to win the bid on the other associated contracts including MIS T&I, EBT, and PMSC contracts."
4 Please clarify if all the attendance at meetings etc (unless otherwise specified) included in the Deliverable descriptions in Attachment 1 are to be onsite in person?	Yes, unless otherwise specified in the Deliverable.
5 Attachment 1 (Task 2.2): This includes 24 discrete MIS T&I and EBT Contractors deliverables. Can the successful QA contractor invoice individually for each review at the time of State acceptance of that specific deliverable review?	No, this deliverable will not be considered complete and cannot be invoiced until all are completed.
6 Attachment 1 (Task 3.3): This includes 11 discrete MIS T&I and EBT Contractors deliverables. Can the successful QA contractor invoice individually for each review at the time of State acceptance of that specific deliverable review?	No, this deliverable will not be considered complete and cannot be invoiced until all are completed.
7 Attachment 1 (Task 5.4): This specifies that "the Contractor shall attend and evaluate all training conducted by the MIS T&I and EBT Contractors prior to and during UAT. Please indicate the expected number and duration of training sessions/days to be provided by both vendors.	We anticipate approximately one week, however, the final decision will be made by the MIS T&I and EBT Contractors.
8 Attachment A: Please confirm that the State is ultimately responsible for acceptance of the UAT test scripts that the QA Contractor provides as recommendations.	Not sure what the meaning is of "QA contractor provides as recommendations". State is ultimately responsible for approving the scripts provided by the QA that the State will use for UAT.
9 Page 4: Does one of the responsibilities of the PMSC include providing the State with User Acceptance Test (UAT) support?	Yes
10 Is there a Governance or Steering Committee for this work?	Yes. Please see Section 1, page 4 of the RFP, "TN WIC Advisory Council".
11 Page 5: Is the new WIC system expected to interface with the Master Patient Index (MPI)? On page 10, the RFP references a Master Person Index interface. Is that the same as the Master Patient Index?	Yes and Yes

QUESTION / COMMENT	STATE RESPONSE
12 Page 6: Is the new system envisioned to contain a modular business rules engine?	Unknown at this time
13 Page 11: Please clarify additional important milestones between Project Kick Off and UAT: Requirements Validation Design Software development Systems Integration Test	All milestones are described in detail as deliverables in Attachment 1.
14 Are the requirements for the new system available?	The MIS T&I requirements are not available yet.
15 Page 31 Section B.17: Could you clarify if “accounts the respondent currently services” means two projects that are not yet completed in addition to the three projects that are completed or if it has some other meaning. If it has some other meaning, should we use attachment 6.4 to fulfill that meaning as well? In addition, assuming only three project references are required, would you consider allowing projects that are near completion as opposed to fully completed (for example, at least 75% or 80% complete as of December 15) – with the high volume of State Agencies working toward the 2020 EBT mandate, there are quite a few QA projects in flight but not quite completed.	Respondents are required to use RFP Attachment 6.4. for all references. Accounts the Respondent currently services means projects not yet completed. The State will accept references that meet the requirements as listed in B.17.
16 Are proposers allowed to submit proposal for both the QA and PMSC roles, and how will the awards be coordinated? Would a company winning both awards be allowed to pass on the QA contract to deliver the PMSC contract which is awarded later?	Yes, you may bid on both. However, the winning Respondent of the QA RFP will be taken out of consideration for award for the PMSC RFP.
17 For response item B17, can customer reference be for project teams and team member before they joined the proposing company?	No
18 RFP, Section 1, Introduction: If available, please identify the T&I Contractor and the name of the system that will be transferred.	This information is unknown at this time.
19 RFP, Section 1, Introduction: Please clarify the scope of QA contractor test script creation, which types of test scripts will the QA contractor be responsible for creating: 1. Test scripts focusing on any MIS modifications made for the TN implementation 2. Test scripts that test common scenarios using the MIS 3. Test scripts focusing on any EBT modifications made for the TN implementation 4. Test scripts that test common EBT scenarios 5. Test scripts to validate data conversion?	All of those referenced will be required by the QA Contractor. Reference Deliverable #17 and FNS Testing requirements.

QUESTION / COMMENT	STATE RESPONSE
Test scripts to test the interface between MIS-EBT, MIS and PTBMIS, MIS and Master Person Index, MIS and VistA, MIS and TennIS, and/or MIS and Patient Scheduling?	
20 RFP Attachment 6.2, Section B, B15: Please clarify if MBE/WBE participation is a requirement for this RFP or a goal? Also, please provide detail of how many evaluation points in section B are associated with MBE/WBE participation.	It is a goal. The scoring methodology for Section B can be found in RFP Attachment 6.2. – Section B.
21 Contract Section A.5.a.2.: Please provide more information on project status meetings. How often will project status meetings occur? Who will facilitate the project status meetings? Who will attend the project status meetings? Who will distribute notes after the project status meetings?	The PMSC will schedule and facilitate Project Status meetings as required by the State. The meetings will be more frequent during critical times, e.g. UAT, Pilot, etc. All contractors will be expected to attend project status meetings and the PMSC will distribute the notes. Attachment 1 specifies when the QA must attend meetings onsite.
22 Contract Section B: The project timeframe is 18 months (RFP, Desired Schedule pg. 11) and the contract term is 43 months (RFP, B. Term of Contract pg. 46). Please explain why there is a large difference in the project and contract timeframes.	In the unlikely event of major project delays, it is in the best interest of the State and the Contractor for the contract term to extend to October 2020, the final deadline for EBT implementation.
23 Attachment 1, 3.2: JAD sessions will occur over 15 business days. Please identify over how many weeks will the JAD sessions occur, in other words how many trips are needed.	Ideally, it will be three (3) consecutive weeks, however, that decision will be made with the MIS T&I contractor. This decision will be made in collaboration with the MIS T&I Contractor, the QA Contractor, and the State”
24 Attachment 1, 3.3: Please clarify item # 9. Specifications	Any retailer specifications required by the EBT processor.
25 Attachment 1, 6.3: Please clarify this requirement. Is “pre-test certification” (6.3) an in lab “level II certification”? If so, please identify how many certifications are expected.	Yes, it will be in a lab environment. It is unknown at this time how many are expected. We would expect the QA contractor to be on site for new WIC vendors who are performing a level II certification.
26 Attachment 1, 6.4: Please clarify this requirement. Is the “on-site certification testing” also known as “level III” certifications that occur in stores just prior to the pilot start? If so, please identify how many certifications are expected.	Yes. A Minimum Of Three (3) As Detailed In Deliverable 23. We Would Expect The QA Contractor To Be On Site For New WIC Vendors Who Are Performing A Level II Certification
27 Attachment 1, 7.1: Will the T&I and EBT Pilot Initiation meetings occur during the same week or different weeks?	Yes, at the same time. The MIS will be implemented with EBT benefits.
28 Attachment 1, 7.4: Based on previous WIC MIS/EBT implementations, onsite support and monitoring of the initial week of pilot can increase ability of the QA contractor to evaluate the system pilot test. However, RFP sections 3.3.3 /3.6 clearly defines that alternative services may not be offered. Please elaborate if onsite monitoring is expected or optional for the initial week of pilot and/or initial of week of rollout(s).	It is anticipated that the QA contractor will need to be onsite a minimum of 5 business days at beginning of pilot and a minimum of 5 business days at beginning of rollout depending upon the number of tests, additional days may be required. Please see numbers 3 and 4 below, which specify the five business day requirements.

QUESTION / COMMENT	STATE RESPONSE
29 Attachment 1, 8.1: Will the T&I and EBT Rollout Initiation meetings occur during the same week or different weeks?	They will occur during the same week.
30 Where in the proposal should bidders include their assumptions?	<p>Respondents are encouraged to only answer the questions asked in the RFP. Please note as stated in RFP Attachment 6.2. – Section A:</p> <p>The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.</p>
31 Section 1.1.2: The section states, “The following is an estimate that the State believes it will cost to implement and maintain the following services for the entire contract term: \$650,000.” Is this estimate just for the QA contract?	Yes.
32 Section 4.6: What are the minimum insurance requirements?	Insurance requirements have been added to the contract. Please see below.
33 Section 6.3: There does not seem to be a cost item associated with Task 2.1: Project Initiation Meeting. Where is the cost for this meeting expected to be included? Since it may be possible that there are multiple initiation meetings, could a single cost for the attendance of one meeting be provided in the Cost Proposal and if two are needed, the same amount could be used for attendance at the second meeting?	It is the responsibility of the Respondent to determine where to incorporate anticipated expenses. The State will not expect the contractor to attend more than one meeting for Project Initiation.
34 Section 6.3: The cost item for Deliverable 11 only references Task 4.4. Should it also include 4.2 and 4.3 since those do not appear to be addressed in the Cost Proposal? If not, where should the costs for 4.2 and 4.3 be addressed?	Each task is not a paid deliverable. It is the responsibility of the Respondent to determine where to incorporate anticipated expenses.
35 Section 6.3: There does not seem to be a cost item associated with Task 8.2. Where is the cost for the monitoring and evaluation of rollout user training, conversion, and implementation expected to be provided? Since this is an ongoing activity over a period of months, could a monthly cost be provided?	<p>Each task is not a paid deliverable. It is the responsibility of the Respondent to determine where to incorporate anticipated expenses.</p> <p>Respondents must record their cost proposal on an exact duplicate of RFP Attachment 6.3., Cost Proposal & Scoring Guide. Please reference RFP Section 3.1.2.</p>
36 Attachment 1, 2.1: If the project becomes a two-stage project for some reason, would the costs bid for each deliverable need to be renegotiated?	In the unlikely event of a two stage project, we would utilize the change order process.
37 Attachment 1, 2.2: Because the plans included in this task will likely be delivered over a number of months, should payment for the review of these plans be broken out by deliverable or over the number of months in which the reviews are occurring?	The State has determined the current cost proposal arrangement is in the State’s best interests.
38 Attachment 1, 3.3: Could more information be provided about the client/cardholder portal?	The EBT Contractor will provide a cardholder web portal available in both English and Spanish, which provides access to account information, transaction

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<p>Is this expected to be a function of the MIS or the EBT system?</p> <p>What systems would be interfacing with the portal?</p>	<p>information, and basic program information.</p> <p>The EBT system will interface with the portal.</p> <p>Only the EBT system will be used by the EBT portal.</p>
<p>39 Attachment 1, 3.3: #7-8: Typically, the integrated processing guidelines and retailer/TPP specifications that are provided by the EBT Processors are the FNS documents and it has not been necessary to provide additional documentation; therefore, there can be little to review for these documents. Does the State feel it's necessary for QA to review these documents?</p>	<p>The State expects the review as they are a part of Deliverable 9.</p>
<p>40 Attachment 1, 3.3: #9: Please provide more detail for what is meant by Specifications, or is this part of #8?</p>	<p>Reference the answer to #24.</p>
<p>41 Attachment 1, 3.3: #11: Are graphics and collateral materials considered training materials?</p> <p>Can more information be provided about what would be included in this item?</p>	<p>The training materials, user, retailer and/or participant instructions would use graphics and collateral materials.</p> <p>The State thinks the task and deliverable are sufficient.</p>
<p>42 Attachment 1, 4.2: This requirement indicates, "The Contractor shall evaluate the results of the MIS T&I Contractor's initial conversion of legacy system data and note any concerns with an attendant plan for their remedy."</p> <p>How will the result be provided?</p> <p>What information will the QA Contractor have access to assess testing activities and results (i.e., system bug/issue repository)?</p>	<p>The task states that "The Contractor shall report the findings of this on-going monitoring verbally during project status meetings and record and incorporate them in the QA project status report."</p> <p>The State will provide sufficient access.</p>
<p>43 Attachment 1, 4.2 & 5.2: Please verify that there will be two data conversion efforts that the QA Contractor needs to verify: an initial conversion and a conversion for UAT.</p>	<p>There are two data conversions that the QA will monitor, but they are for UAT and for Pilot. The monitoring referenced in RFP Attachment 1, Task 4.2 is for the testing of the data conversion plan.</p>
<p>44 Attachment 1, 4.3: Regarding the certification of readiness to proceed to UAT, does the State have any explicit entrance criteria for starting UAT (i.e., completion of functional testing, no bugs/issues higher than a certain level)? If not would the QA contractor be expected to define these criteria?</p>	<p>The State would welcome input from the QA to define these criteria.</p>
<p>45 Attachment 1, 5.6: Regarding UAT scripts, will the T&I and EBT Contractors be providing any UAT scripts?</p> <p>Are the scripts developed by the QA Contractor supplemental to these scripts focusing on the areas of interface, interoperability, and reporting?</p>	<p>The QA will provide all of the UAT scripts.</p> <p>Interoperability is the ability to exchange data using HL7 messaging between the WIC MIS and other Tennessee Department of Health systems.</p>

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What is meant by interoperability?	
46 Attachment 1, 5.6: The requirement indicates, "If at any time the percentage of failed test procedures exceeds twenty percent (20%) excluding minor, non-functional errors, the Contractor shall halt the UAT and return the system to the MIS T&I and EBT Contractors for correction." Is this 20% of all tests or just completed tests?	All tests.
47 Attachment 1, 5.7: The requirement indicates, "The Contractor shall ensure that the system, as delivered by the MIS T&I Contractor and EBT Contractor for UAT, produces few enough errors as to be acceptable by the State." However, the QA Contractor can monitor and advise the State regarding the status of the system and readiness, but cannot ensure that the system produces few errors to be acceptable as that will be the responsibility of the T&I and EBT contractors. Please clarify.	It is the QA's responsibility to document, report and advise the State whether the number of errors is acceptable. The State will act on the advice of the QA Contractor.
48 Attachment 1, 5.7: This section states, "The Contractor shall ensure that the system, as delivered by the MIS T&I Contractor and EBT Contractor for UAT, produces few enough errors as to be acceptable by the State. The Contractor shall provide that the UAT shall be ten (10) weeks in duration on-site and be completed in two (2) rounds." The QA contractor does not have control over the timing and length of the UAT. Please clarify.	It is the QA Contractor's responsibility to document, report and advise the State whether the number of errors is acceptable. The State will act on the advice of the QA Contractor.
49 Attachment 1, 5.7: Please confirm that the requirement for UAT support is 10 full weeks onsite, which may not be consecutive. Please also identify the number of QA staff that are expected to be onsite and the role they are expected to play (i.e., only oversight or actually participation and facilitation).	The UAT ten (10) week period may or may not be consecutive weeks. The number of staff the Respondent commits to the UAT is their decision. The role they are expected to play is defined in 5.7: "monitor the UAT for the duration of testing (MIS T&I and EBT) to ensure that test procedures are followed and system problems/corrections are documented and reported." The role of the QA in the UAT is further defined in Attachment 1, Sections 5.7 and 5.8.
50 Attachment 1, 5.8: Regarding certification of readiness for pilot, will there be exit criteria identified, such as the number of bugs/issues allowed to move from UAT to pilot?	The State will make the decision when to move from UAT to Pilot based upon the readiness for pilot reports.
51 Attachment 1, 6.1: Deliverable 20: Please provide more information about what is expected in this requirement. Typically, certification requirements have been the use of the FNS operating rules and the TIG along with the successful completion of the FNS retailer certification test scripts. States typically do not	The State has no more certification requirements beyond FNS requirements.

QUESTION / COMMENT	STATE RESPONSE
have certification requirements beyond these. If more is anticipated for this project, please describe.	
52 Attachment 1, 6.2: Deliverable 20: This is typically a document provided by the EBT Processors, not the QA Contractor. Additionally, all of the processors use the FNS retailer certification test scripts for retailer certifications because it is standardized. It would not be necessary for the QA Contractor to develop a separate set of test scripts unique to Tennessee as the FNS test script addresses the standards in the operating rules and the TIG. Please provide more information about what is expected if the State is looking for something expanded beyond the FNS scripts.	The State has no more certification requirements beyond FNS requirements. The QA would be responsible for review of the test scripts or additions/enhancements to the FNS test scripts if needed specifically for Tennessee retailers.
53 Attachment 1, 6.4: In recent projects, we have found that vendor certification needs have been limited and sometimes not needed at all. What if less than three certifications are required?	The State will require three (3) certifications at a minimum.
54 Attachment 1, 7.3: Deliverable 26: For pricing purposes, please confirm whether one or two weeks will be required for training attendance, as well as the number of QA staff expected.	The State will require no less than one (1) week and no more than two (2) weeks. The number of QA staff to attend will be the decision of the respondent.
55 Attachment 1, 8.2: What onsite expectations are there for the QA Contractor during rollout or will all monitoring be done offsite? Often, states have requested that the QA Contractor is onsite for the first week of the first rollout (at a minimum) and others have required onsite support for the first week of each rollout. Please provide clarification.	QA is expected to be on site for the first rollout training event. The Contractor may be on site for evaluation of other rollout events or may evaluate off site.
56 Attachment 1, 9.2: The QA Contractor can validate that documentation has been updated and is complete, but would not be able to confirm that the T&I and EBT Contractors have returned participant/program data. If the processing is taking place on State equipment, the T&I and EBT Contractors should not have any participant/program data. If the EBT Contractor is providing a services, such as in the case of online EBT, the QA Contractor project will be completed before this data would be required to be returned. Please clarify.	The audit responsibilities of the QA contractor are defined in RFP Attachment 1, Task 9.2 under Deliverable 30. We see no reason that this task cannot be completed as stated.
57 Contract Section A.7: Would the State consider removing the first paragraph of Pro Forma Section A.7, Warranty, as this is a project for the provision of services and the remainder of the section already includes standard services warranty language? In addition, the successful Contractor is required to re-perform unsatisfactory services at no additional cost.	Please see RFP Section 5.3.5.

QUESTION / COMMENT	STATE RESPONSE
58 Contract Section D.2: Would the State consider including email in Pro Forma Section D.2, as an approved form of written correspondence, such as for acceptance of a deliverable?	D.2 states that email is an acceptable form of communication.
59 Contract: Would the State consider including a section regarding Corrective Action Plans similar to the language which the State has agreed to previously?	Please see RFP Section 5.3.5.
60 Contract: Would the State consider providing for a cure period within the thirty (30) day notice period prior to termination for default?	Please see RFP Section 5.3.5.
61 May we get a copy of the MIS and EBT contracts so we can better understand their requirements as well?	Yes. The State has provided a draft copy of the current MIS contract as Attachment A to this amendment. The EBT draft contract is Attachment B. Please note these are draft copies of the scope of work and may change.

- 3. Delete RFP 34353-14717 Pro Forma Contract Attachment 1, Task 7.4 in its entirety and insert the following in its place:**

7.4 Monitor and Evaluate System Pilot Test

The Contractor shall monitor and report on the pilot test results throughout the course of the tests (MIS T&I and EBT), **being on site for a minimum of five (5) business days at the beginning of the pilot test and for additional days if testing requires.** The Contractor shall critically evaluate the pilot test results and note any concerns with an attendant plan for their remedy. The Contractor shall verbally report the findings of this on-going monitoring during project status meetings and record and incorporate them in the written QA project status report. At the conclusion of the pilot tests, the Contractor shall provide in the time frame detailed in its approved schedule and work plan a technical memorandum documenting the monitoring activities conducted during the pilot test.

- 4. Delete RFP 34353-14717 Pro Forma Contract Attachment 1, Task 8.2 in its entirety and insert the following in its place:**

8.2 Monitor and Evaluate User Training, Conversion and Implementation

During rollout, the Contractor shall monitor and evaluate the rollout training, data conversion, and system implementation (MIS T&I and EBT). **The Contractor shall be on site for a minimum of five (5) business days and for additional days if training requires to attend rollout training to ensure that lessons learned from UAT and pilot training have been addressed and that effective training of the WIC staff is provided.** During the course of rollout, the Contractor shall monitor and evaluate the conduct of data conversion, system startups, and adherence to schedule. The Contractor shall report the findings of this on-going monitoring verbally during project status meetings and record and implement them in the written QA project status report.

- 5. Add the following as RFP section Attachment 6.6. Pro Forma Contract, Section D.32. and renumber any subsequent sections as necessary:**

D.32. Insurance. Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least

thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation. All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, acceptable coverage would include a specific policy covering one

million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate written with an umbrella policy for one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than two million (\$2,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

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.