



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

**REQUEST FOR PROPOSALS # 34353-14817
AMENDMENT # 1
FOR WIC FISCAL INTERMEDIARY SERVICES**

DATE: July 13, 2016

RFP # 34353-14817 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		June 27, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	June 30, 2016
3. Pre-response Conference	1:00 p.m.	July 1, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	July 5, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	July 8, 2016
6. State Response to Written "Questions & Comments"		July 13, 2016
7. Response Deadline	2:00 p.m.	July 20, 2016
8. State Completion of Technical Response Evaluations		July 27, 2016
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 28, 2016
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	August 3, 2016
11. End of Open File Period		August 10, 2016
12. State sends contract to Contractor for signature		August 11, 2016
13. Contractor Signature Deadline	2:00 p.m.	August 16, 2016

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 RFP Section 4.4.1 - Can the State, update 4.4.1 to include that the contractor reserves the right to assign to an affiliated entity or successor in interest?	No.
2 RFP Section 6.1., Item 4 - Please clarify if Respondent's proposal response as referenced in this item, includes Respondent's questions/exceptions.	Exceptions may not be incorporated into the respondent's proposal, as provided in Section A.1. The State will entertain limited, non-material changes to the contract at the State's sole discretion.
3 RFP Section 6.1, Item 5 - Can the State, update Item 5 to include the contractor can only certify that it will comply with TN law as it relates to a contract resulting from this RFP and the provided services?	No.
4 Pro Forma Section A.1. - Can the State, update A.1 with the following changes? 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 the contract <u>mutually agreed upon between the State and the Contractor.</u>	No.
5 Pro Forma Section A.16. - Can the State, update A.16 second paragraph with the following changes? Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.
6 Pro Forma Section C.8. - Can the State, update C.8 with the following changes? <u>Deductions.</u> The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts <u>associated with this contract</u> that are or shall become due and payable to the State of Tennessee by the Contractor.	No.
7 Pro Forma Section D.7. - Can the State, update D.7 to include that the contractor reserves the right to assign to an affiliated entity or successor in interest?	See response to question 1 above.
8 Pro Forma Section D.18. - Can the State replace section D.18 with the following? CONTRACTOR'S CUMULATIVE LIABILITY TO THE STATE UNDER OR RELATING TO THIS CONTRACT IN THE AGGREGATE OVER THE TERM HEREOF SHALL BE LIMITED TO ACTUAL DAMAGES AND SHALL IN NO EVENT EXCEED THE AMOUNTS PAID BY THE STATE TO	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.

QUESTION / COMMENT	STATE RESPONSE
<p>CONTRACTOR DURING THE PRECEDING TWELVE (12) CALENDAR MONTHS FOR THAT PORTION OF THE STATEMENT OF WORK OR CONTRACTUAL AGREEMENT FOR THE SERVICES OR DELIVERABLES DIRECTLY CAUSING THE DAMAGES, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR GOOD WILL) RELATED TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE SOFTWARE PRODUCTS AND/OR SERVICES, OR BASED ON THE LOSS OF OR COST OF RECOVERING ANY DATA OR DATA BASE, OR ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, TORT, STRICT LIABILITY, INDEMNITY OR NEGLIGENCE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR SHALL BE LIABLE TO THE STATE FOR ONLY THOSE ACTUAL DAMAGES WHICH ARE DIRECTLY AND SOLELY CAUSED BY CONTRACTOR.</p>	
<p>9 Pro Forma Section D.19. - Can the State replace section D.18 paragraph 1 with the following?</p> <p>The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity <u>which may suffer personal injury or property damage which may be injured or damaged</u> as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.</p>	<p>Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.</p>

3. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.