



**UPDATES MADE TO:
Event Number: 32110-9280-9404-9465-9513
SWC 201 Equipment Rental**

The State of Tennessee made revisions to the insurance term within the Terms and Conditions. Please read the entire document for all changes. The inland marine insurance is no longer being required on the front end but rather must be furnished before the State accepts the rental equipment. This will eliminate concerns expressed to the State about vendors having to pay for insurance for equipment that may not be rented. In addition, the Question and Answer spreadsheet ITB 9513 V3 document has been updated to reflect responses with the changed insurance Term and Condition.

The following is the revised portions of the changed insurance term:

Final Revised Term Version 3 from Event #32110-9280-9404-9465-9513:

16. Insurance ...

ADDED portion highlighted in yellow:

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, **other than the coverage required under Section 16(f) which will be furnished at the time of rental.**

DELETED:

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.

ADDED (for clarification purposes):

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits:

MODIFIED (f and g were combined)

- f. Upon request by the State for rental of Contractor's equipment, the Contractor shall obtain, and maintain throughout the course of the rental term All Risk inland marine insurance that includes all requested rental equipment, as outlined in the equipment rental agreement, including, without limitation, insurance covering; business income and rent loss insurance; earthquake insurance; flood insurance; and such other coverages as are customary or necessary. Note: The requirement of All Risk inland marine insurance will cover acts of God, vandalism, and theft. This coverage will not cover State negligence.

Contractor may self-insure for this coverage (See Section 16, Paragraph 3). Insurance coverage must have sufficient limits for the value of the equipment. Certificate of insurance (COI) must be furnished before acceptance of the rental equipment.