



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE

**REQUEST FOR PROPOSALS # 33501-179101
AMENDMENT # 1
FOR ERRORS AND OMISSIONS INSURANCE
COVERAGE FOR LICENSEES OF THE TENNESSEE
REAL ESTATE COMMISSION**

DATE: August 19, 2016

RFP # 33501-179101 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. Notice of Intent to Respond Deadline	2:00 p.m.	CONFIRMED
4. Written "Questions & Comments" Deadline	2:00 p.m.	CONFIRMED
5. State Response to Written "Questions & Comments"		CONFIRMED
6. Response Deadline	2:00 p.m.	August 26, 2016
7. State Completion of Technical Response Evaluations		September 2, 2016
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	September 6, 2016
9. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	September 9, 2016
10. End of Open File Period		September 16, 2016
11. State sends contract to Contractor for signature		September 19, 2016
12. Contractor Signature Deadline	2:00 p.m.	September 23, 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
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QUESTION / COMMENT	STATE RESPONSE
1 Item 3.1.2.2 on page of the RFP discusses "incorporating all cost....., including any renewal or extensions." Does this mean if the contract is renewed the pricing and all coverage terms must remain the same which in effect is guaranteeing the premium for any potential renewal; or, can the renewal premium and coverage terms be negotiated?	No, this does not mean that if the contract is renewed the pricing and all coverage terms must remain the same. The renewal would require terms, conditions and rates no less favorable to Licensees than those provided during the current Contract Period.
2 Under A.10 of the contract it states that a policy must be included with a mailer to all licensees. Can this item be deleted? There is already a requirement to send information in the mailer that has coverage, limits, claim information, etc. A policy can be forwarded to any licensee who is insured under the program.	This provision will not be deleted. The mailer can be downloaded or included in an email.
3 Item A.14 regarding claim reports includes names. Can names be excluded from the report?	Yes, the names can be excluded from the claim reports.
4 Is this a sealed bid process in that no bidder will know how many other bidders have responded with Intent to Respond?	Yes, this is a sealed bid process. The number of received Intents to Respond has not been disclosed to any potential Respondent.
5 How many insured licensees were there for the Fiscal Years of 2009, 2010 and 2011?	FY 2011 – 24,738 FY 2010 – 27,044 FY 2009 – 28,935
6 Do the figures below account only for the licensees that were part of the Group program? FY 2016 – 27,540 FY 2015 – 25,554 FY 2014 – 24,567 FY 2013 – 23,511 FY 2012 – 23,325	Yes.
7 The RFP Attachment 6.6, <i>Pro Forma</i> Contract, provides in B. TERM OF CONTRACT that the contract shall extend for a period of 24 months after the effective date. It also provides that the State reserves the right to execute up to three renewal options under the same terms and conditions for a period not to exceed 12 months each by the State, at the State's sole option. Since the group policy provides for a 2-year policy term, should the contract provide that the State reserves the right to execute one renewal option for an additional 24 month policy under the same terms and conditions, at the State's sole option?	The RFP Attachment 6.6, <i>Pro Forma</i> Contract, B. TERM OF CONTRACT is amended as follows: B.1. This Contract shall be effective for the period beginning November 1, 2016, and ending on December 31, 2018. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period. B.2. <u>Term Extension</u> . The State reserves the right to extend the Contract for one (1) additional two (2) year period provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. The amendment to the Contract shall be based upon terms, conditions

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	and rates no less favorable to Licensees than those provided during the current Contract Period.

- 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.