



**UPDATES MADE TO:  
Event Number: 32110-9280-9404-9465-9513-9570  
SWC 201 Equipment Rental**

The State of Tennessee made revisions to the insurance term within the Terms and Conditions and reverting to something substantially similar to the current contract insurance term with the yellow highlighted modifications. Please read the entire event and each attached document for all changes. In addition, the Question and Answer spreadsheet ITB 9570 V4 document has been updated to reflect responses with the changed insurance Term and Condition.

There is also one item added for bid: Item 45, Culvert Cleaner, See Pricing Proposal spreadsheet.

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

**16. Insurance.** The successful bidder(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. **The certificate shall list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder** and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email vendor.insurance@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor.

Certificates for liability coverages shall name the State of Tennessee Central Procurement Office as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and

Employer's Liability with the following limits:

E.L. Each Accident	\$1,000,000
E.L. Disease- Each Employee	\$1,000,000
E.L. Disease - Policy Limit	\$1,000,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$1,000,000 per occurrence with a minimum aggregate of \$2,000,000.

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

The successful bidder(s) shall provide the Central Procurement Office with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Central Procurement Office as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Central Procurement Office expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.