



**REQUEST FOR PROPOSALS # 31786-00157  
AMENDMENT # TWO  
FOR EAP/BHO SERVICES**

DATE: March 12, 2021

RFP # 31786-00157 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		December 10, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	December 16, 2020
3. Pre-response Conference	10:30 a.m.	January 5, 2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	January 6, 2021
5. Written "Questions & Comments" Deadline	2:00 p.m.	January 15, 2021
6. State Response to Written "Questions & Comments"		February 10, 2021
7. 2 <sup>ND</sup> Round Written "Questions & Comments" Deadline <b>*NOTE: Vendors may submit no more than 5 questions to the State in the 2nd round of Written Questions and Comments.</b>	2:00 p.m.	February 17, 2021
8. State Response to 2 <sup>nd</sup> Round Written "Questions & Comments"		March 12, 2021
9. Response Deadline	2 p.m.	March 22, 2021
10. State Opening of Cost Proposals	2 p.m.	March 22, 2021
11. State Completion of Technical Response Evaluations		April 12, 2021
12. Scoring of Cost Proposals	2:00 p.m.	April 13, 2021
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	3:00 p.m.	April 22, 2021
14. End of Open File Period		April 30, 2021
15. State sends contract to Contractor for signature		May 3, 2021

16. Contractor Signature Deadline	2:00 p.m.	May 7, 2021
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**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.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
	1.	<p>Please confirm that the following and any other similarly requested documents to be attached to Sections B, C, and D do not count towards the 175-page limit and rather can be provided as exhibits:</p> <ul style="list-style-type: none"> <li>• The sample communication pieces requested in C.48</li> <li>• The Network Access Analysis report requested in Section D, Part 2</li> <li>• The disruption analysis requested in D.3.1</li> </ul> <p>We understand that the same is true for documents requested in RFP Section A such as the bank and credit references.</p>	Confirmed. Exhibits do not count towards the page limit.
A.7 Pg. 63-64	2.	Does the requirement to notify the State in writing of any material adjustments in any Network Provider's payment terms apply to only providers in Tennessee or to the entire national network?	The requirement to notify the State in writing of material adjustments primarily applies to providers in Tennessee as this helps us stay informed of any fiscal impact to the plan as well as any provider noise that could make its way to the State Legislature. However, should a significant change in provider reimbursement occur within the national network that could make headlines the State would also expect to hear about those changes firsthand from our contracted partner and not through the national media.
D.24	3.	<p>Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party</p> <p>Will the state consider adjusting the definition of a Force Majeure Event with the following:</p> <p>"The term "Force Majeure Event" means any event or cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war,</p>	No, the State will not agree to this revision.

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		<p>riot, terrorist act, insurrection, shortage of supplies, breakdowns, interruptions, malfunctions of computer facilities, internet, connections, of any military, civil, or regulatory authority, disruption or outage of communications, power, or other utility, labor dispute resulting in a strike, unavailability of supplies, weather-related disaster, hurricane, tornado, flood, fire, earthquake, disease, quarantine, epidemic, pandemic, any labor or workforce disturbances, governmental action, embargos, supply shortages, and breakdown of equipment or workforce, or any other cause beyond the reasonable control of the party, whether similar or dissimilar, to any of the foregoing.”</p>	
D.24(b)	4.	<p>(b) immediately terminate this Contract or any purchase order, in whole or in part,</p> <p>Will the state consider changing this to the following:</p> <p>“to the extent the obligation(s) of a party is/are prevented, frustrated, hindered, interrupted, or delayed as a result of a Force Majeure Event, then such obligations will be suspended during the Force Majeure Event for the duration that the party is commercially infeasible to perform such obligation as a result of the Force Majeure Event and such party shall not be deemed to be in breach of that provision of this Agreement or any Exhibit or attachment thereto impacted by the Force Majeure Event, nor otherwise liable for any effect or failure to perform or meet any of its obligations, performance, or service levels that are effected by such Force Majeure Event. “</p>	No, the State will not agree to this revision.
D.32 Pg. 120-123	5.	<p>Please confirm that it is not required for the Contractor to name the State as Additional Insured on our Network Security and Privacy policy (Technology Professional Liability (Errors &amp; Omissions)/Cyber Liability Insurance). If we are unable to name the State on this policy, would this be cause for disqualification?</p>	<p>Confirmed; it is not required. The Contract requires that the Contractor name the State as an Additional Insured on any insurance policy except Workers’ Compensation (Employer Liability) and Professional Liability (Errors &amp; Omissions) Insurance. Since Technology Professional Liability / Cyber Liability is a professional liability errors and omissions type insurance coverage, the Contractor would not be required to name the State as an Additional Insured in this policy.</p>
E.8	6.	<p>Is a Recovery Point Objective (RPO) of greater than one hour acceptable to the</p>	<p>The State will not except anything greater than one hour on the RPO.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
Pg. 125-127		State? Would it disqualify a Respondent if we are unable to agree to one hour?	The Contractor must sign the contract in good faith and the RPO is a requirement of the contract. If the Contractor misses the RPO, the Contractor is subject to liquidated damages and other performance guarantees.
E.8 Pg. 128-129	7.	<p>Would it be acceptable to provide SOC2 Type II Audit reports annually for our co-located Primary Data Center and Backup Data Center (a Subcontractor's facility)?</p> <p>We also conduct SOC1 Type II Audit and HITRUST MyCSY Certification that contain security controls (similar to SOC2) that are tested independently on an annual basis. In addition, we have ISO 27001:2013 ISMS certification that is maintained.</p>	The State will not accept receiving reports annually, the annual audit report is due to the State or available for State viewing within 30 days from when the CPA firm provides the audit report.
PGs	8.	<p>Will the state consider adding language to support a timeframe of nine months for the completion of a settled performance guarantee?</p> <p>Performance guarantees that are not settled within nine months of the completion of measurement are considered void.</p>	No. The State will not agree to additional language.

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.