



STATE OF TENNESSEE  
DEPARTMENT OF HUMAN SERVICES

**REQUEST FOR PROPOSALS # 34513-34224  
AMENDMENT # 3  
FOR GENETIC MATERIAL COLLECTION AND  
TESTING**

**DATE: SEPTEMBER 15, 2023**

**RFP # 34513-34224 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		August 1, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	August 4, 2023
3. Notice of Intent to Respond Deadline	2:00 p.m.	August 16, 2023
4. Written "Questions & Comments" Deadline	2:00 p.m.	August 28, 2023
5. State Response to Written "Questions & Comments"		September 15, 2023
6. Response Deadline	2:00 p.m.	September 22, 2023
7. Oral Presentations		October 2, 2023 through October 3, 2023
8. State Completion of Technical Response Evaluations		October 6, 2023
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	October 10, 2023
10. Negotiations (Optional)		October 11, 2023 through October 12, 2023
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	October 17, 2023
12. End of Open File Period		October 25, 2023
13. State sends contract to Contractor for signature		November 1, 2023
14. Contractor Signature Deadline	2:00 p.m.	November 8, 2023

**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	PAGE #	QUESTION / COMMENT	STATE RESPONSE
3.1		<p>1. The Responder will provide supplemental information as attachments within the response such as annual reports, which have their own page numbers. Is it necessary for these to be number or can the Responder number only the responses to 6.2 – Section A, Section B and Section C?</p>	<p>Please only give the Response Page Number in the column noted on Sections A, B, and C.</p>
3.2		<p>2. Please clarify if the submission must be Digital Media Submission and Emailed. Or can the Vendor submit Digitally or via Email?</p>	<p>The submission must be submitted either as email or as digital media.</p>
3.2		<p>3. Please clarify if Digital Media Submission is 10 digital copies on one flash drive or 10 flash drives and one original on a flash drive.</p>	<p>Digital Media Submission is 10 digital copies on flash drive and one original on flash drive, 11 flash drives total.</p>
3.2		<p>4. Should the Technical and Cost be on the same flash drive?</p>	<p>No, the Technical and Cost must be on separate flash drives.</p>
Pro Forma	D.32	<p><b>D. 32 Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the</b></p>	<p>The State will not entertain material changes to pro forma contract insurance clause at this time.</p>

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		<p>State. Contractor agrees to name <b>include</b> the State as an additional insured on <b>the commercial general liability and automobile</b> any insurance policies <b>y</b> with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. <b>All The commercial general liability, automobile liability and worker' compensation policies must contain an endorsement for a waiver of waive</b> subrogation in favor of the State. <b>Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State.</b> The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.</p> <p>Will the State accept the above changes to the insurance section for the following reasons?</p> <p>The Contractor can only provide primary non-contributory where state is additional insured on the primary CGL.</p> <p>State will be included as additional insured via blanket endorsement on the general and auto liability policies only.</p> <p>Only general, auto, and workers comp policies can waive subrogation. Will be provided via blanket endorsement.</p> <p>The Contractor will not subject its deductibles to state approval</p>	
Pro Forma	D.32	<p><b>5. D32. Insurance</b></p> <p><b>To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable</b></p>	The State will not entertain material changes to pro forma contract insurance clause at this time.

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		<p>coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). <del>If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.</del></p> <p>Will the State accept the above changes to the insurance section for the following reasons?</p> <p>The Contractor's insurance policies are confidential and the Contractors does share its insurance policies. The Contractor's umbrella policy does not provide primary non-contributory.</p>	
Pro Forma	D.32	<p><b>6. D32. Insurance.</b></p> <p>Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office,</p>	<p>The State will not entertain material changes to pro forma contract insurance clause at this time.</p>

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		<p>Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI <del>ten (10) business days</del> prior to the Effective Date and again <del>before thirty (30) calendar days before renewal or replacement of coverage.</del> Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI.</p> <p>The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. <del>The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.</del> The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than....</p> <p>Will the State accept the above changes to the insurance section for the following reasons?</p> <p>Thirty (30) days prior to renewal is commercially unreasonable given the Contractors size and complexity of the insurance program.</p> <p>The Contractor's insurance policies are confidential and the Contractors does share its insurance policies</p>	
Pro Forma	D.32	<p><b>7. D32. Insurance.</b></p> <p>1)The Contractor shall maintain <del>technology professional liability (errors &amp; omissions)/cyber liability</del> insurance appropriate to the Contractor's profession in an amount not less than one</p>	The State will not entertain material changes to pro forma contract insurance clause at this time.

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		<p>million dollars (\$1,000,000) per occurrence or claim and three million dollars (\$3,000,000) annual aggregate, covering all acts, claims, errors, omissions, and negligence.</p> <p>2) <b>The Contractor shall maintain cyber liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence or claim and three million(\$3,000,000) annual aggregate, covering infringement of intellectual property (including copyright and trademark-patent and trade-secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.</b></p> <p>Will the State accept the above changes to the insurance section for the following reasons?</p> <p>The Contactor maintains a standalone professional liability coverage. Cyber policies do not cover infringement of patents or trade secrets.</p>	
Pro Forma	D.32	<p><b>8. D32 Insurance</b></p> <p><b>3) Such cyber liability coverage shall include data breach response expenses, in an amount not less than three million dollars (\$3,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.</b></p>	The State will not entertain material changes to pro forma contract insurance clause at this time.

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		<p>Will the State accept the above changes to the insurance for the following reasons?</p> <p>This is payable where the Contractor is liable.</p>	
Pro Forma	D.32	<p><b>9. D32 Insurance</b></p> <p><b>e. <del>Crime Insurance</del></b></p> <p><b>1) <del>The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.</del></b></p> <p><b>2) <del>Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.</del></b></p> <p>The Contractor would like to request the removal of this section as it not applicable to the services that are being provided</p>	<p>The State will not entertain material changes to pro forma contract insurance clause at this time.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
Pro Forma	A.8	<p><b>10. A.8. Collection and Transmission of Sample Material to Testing Laboratory. The Contractor shall notify the local Child Support office immediately, and within forty-eight (48) hours, in the event that a person identified for genetic sample collection does not appear for the appointment.</b></p> <p>We have seen many times that a sample might not be picked up by the courier that day from the remote collection facility (e.g. the sample was collected after the cut off time for a pickup). Thus, reporting as a no show after forty-eight (48) hours, then receiving the samples and reversing the status of the collection could create confusion. The Contractor can provide notification of local cases within the State when collected by the Contractor's collector within 48 hours. For interstate cases could the time frame for no show notification be amended to five (5) business days to account for this?</p>	The State will not entertain material changes to pro forma contract scope at this time.
Pro Forma	A.9	<p><b>11. Samples obtained under the requirements of this section shall be collected within ten (10) days of the Contractor's receipt of a request from the State for sample collection.</b></p> <p>As a Contractor that has performed collections at incarceration facilities and prisons, sometimes there are circumstances that will prevent the inmate to be collected for example the inmate transfers, the collector is restricted by the facility on when they will allow the collector to come into the facility or the inmate is out to court. Will the state allow for an extension of the ten (10) day collection requirement for these types of collections?</p>	The State will not entertain material changes to pro forma contract scope at this time.
Pro Forma	D.20	<p><b>12. We respectfully request that this section be removed as paternity genetic testing is not covered under HIPAA</b></p>	The State agrees to update RFP Pro Forma Scope clause A.16. to remove subsection referencing HIPAA Security Standards.



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		<p>as evidenced in the below information.</p> <p><i>Under 45 CFR § 160.103 Health information</i> means any information, whether oral or recorded in any form or medium, that: (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.</p> <p>When performing paternity testing do not meet the definition of “health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse”. More importantly the information on a paternity test does not relate “to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.”</p> <p><i>Under 45 CFR § 160.103 Individually identifiable health information</i> is information that is a subset of health information, including demographic information collected from an individual, and: [...] (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; [...]</p> <p>Paternity testing does not meet this definition as it does not relate “to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual”.</p> <p>Further there is a statutory statement that applies under CLIA (CLIA and HIPAA both being regulated by CMS). 42 CFR §493.3 Applicability. (b) <i>Exception</i>. These rules do not apply to components or functions of— (1) Any facility or component of a facility that only performs testing for forensic purposes; CMS interpretive guidelines explain §493.3(b). “<i>The purpose for which the test is conducted, not the test itself, determines whether a facility conducting testing is subject to the</i></p>	

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		<i>CLIA requirements. Testing that is used to gather evidence for legal purposes, and is not performed for purposes of clinical treatment, medical diagnosis, health assessment or disease prevention is not subject to CLIA."</i>	
Pro Forma	D.24	13. Can Cyber Attacks and pandemics/epidemic be added to the Force Majeure section?	The State cannot add cyber attacks to the Force Majeure clause. The Force Majeure clause already indicates epidemics and pandemics
Pro Forma	A.6.b ii, iv, v	<b>14. Would the State be willing to omit the Social Security Number requirement? Please note that because the social security card does not contain a photograph it is not considered an identification document and therefore not a verifiable means of identification during specimen collections. Also use of social security cards creates privacy issues.</b>	The State will not entertain material changes to pro forma contract scope at this time. Section A.7.b.a.i. addresses photographic identification. Section A.7.b.a.ii. addresses supplemental identification.
1.1.2		<b>15. Training must be provided to office personnel to do self-collection. How many offices are performing/witnessing sample collections? Please give a breakdown of total samples collected in 2022 by samples collected by vendor vs. samples collected by office personnel.</b>	Of the thirty-two Judicial Districts: 7 are vendor only sample collect method, 6 perform self-collect method, and 19 are hybrid and use both vendor and self-collect methods.  A breakdown of how individual samples were collected in 2022 is not available.
Pro Forma	A.5	<b>16. "The times identified for collection shall be mutually agreed upon by the Contractor and the local child support offices." This component comprises a major portion of the cost for the Contractor/Vendor. In order to accurately estimate costs specifics will be needed regarding the needs and schedules for collections for each local office.</b>	Per Section A.5. of the Pro Forma, the Contractor shall work with the Judicial District to develop a schedule for sample collections.
Pro Forma	A.7b.ii and iv.	<b>17. Would the DHS consider removing the SSN as an option for the "other form</b>	No. Please refer to Section A.7.v and Section E.11 in the Pro Forma.

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		of identification” requirement under ii. And also under iv. For minor children?	
Pro Forma	A.7	18. Would the DHS consider waiving the thumbprint requirement? Thumbprints are not an AABB accreditation requirement.	No.
Pro Forma	A.8	19. How is this provided to the DHS? Can this be accomplished by providing a fax or copy of the collection schedule, indicating who appeared or did not appear to the DHS staff in the local office? If there are any courier delays, it could be later than 48 hours for the laboratory to even receive the sample? Is this requirement for in-state or out of state?	<p>The Contractor notifies the Judicial Districts via web portal. The no-show notice is submitted to the person(s) that submitted the collection request.</p> <p>A completion report is provided through the web portal to the person(s) that submitted the collection requests. This report shows who samples were collected from.</p> <p>The 48 hours is for both in and out of State.</p>
3.2.2.1 and 3.2.2.2		20. Should the respondent submit a “Digital Media Submission” (1-flash drive-original plus 10-flash drives-digital copies) AND also an “E-mail Submission” (1-PDF format)? Can a respondent choose one of the two processes or are both required?	Please see the response to Questions 2 and 3 above.
3.2.2.2		21. What are file size limitations for submission using this method? If Email submission is used for the Technical and Cost Submissions, does this require that References must also be submitted via Email? If references are submitted via email, is there a mechanism that will allow for confirmation that the email with the reference was received?	The file size limitation for email is 20MB.
5.2.1.5.1		22. It is stated that oral presentations are mandatory. How and when will notification be given regarding this process? When will notification be given to prospective bidders? Will these presentations be via electronic methods (i.e., Zoom, Teams, etc.)?	Oral Presentations will be scheduled between September 25, 2023, and September 27, 2023. Notifications will be given via email. Presentations will be via electronic methods, Microsoft Teams.

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Attachment 6.2	C.3	23. Is there a specific format that is required for the draft implementation plan as long as the plan includes the required items as listed in items 1-5?	No, there is no specific format required.
Attachment 6.2	C.6	24. "Respondent shall provide a service location listing that includes a map and directory of all TN collection sites intended to be utilized under this procurement." This requirement is worth significant points, but there is no specific schedule outlining the locations and/or times that sample collections will be needed for each local office. How many collections are occurring at the local office locations and what is the current schedule? How will this information be conveyed to prospective bidders? Without these details and information, any vendor that is not currently providing the service is at a distinct disadvantage.	The State is requesting a location listing that includes a map of the Respondent's current collection sites.  Please see Section A.5. of the Pro Forma. The Contractor shall work with the Judicial District to develop a schedule for sample collections.  The Respondent should determine the locations of the Judicial Districts and provide a list of available collection sites if the sample collection is not going to be completed in the Judicial District Office. Most offices have private areas for these samples to be collected.
		25. What is current price that the services are being provided by the existing contractor/vendor?	\$23.00 per each sample collected and tested.
		26. How many samples were collected in 2022?	There were 9,621 samples collected for calendar year 2022.
		27. How many cases (sets of test results) were reported in 2022?	There were 4,558 cases reported in calendar year 2022.

**3. Delete RFP attachment 6.6 clause A.16 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

- A.16. The Contractor shall provide and maintain an Internet portal that meets the following minimum specifications:
- a. The portal shall utilize security standards necessary to prevent the release of any sensitive data to any unauthorized individuals or entities, including but not limited to the data protection safeguards described in Section D.20. and in the following:
    - i. Privacy Act of 1974, 5 U.S.C. 552a.
  - b. The portal shall be available on a website accessible through the internet by users authorized by the State. Each user authorized shall have a unique username and

password to access and the Contractor shall submit a roster that lists all individuals who have an active user account to the State upon request. The Contractor, upon request by the State, shall submit a report of user's access that includes a timestamp of each event.

- c. Active Directory (AD) authentication or Single Sign-On ("SSO") authentication shall be used by the Contractor's employees authorized to use the portal so that users may sign-in once and be authenticated for multiple applications.

- 4. **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.