



STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSALS # 126/036-03-2016**  
**AMENDMENT # Seven**  
**FOR: Concession Contract for the Redevelopment and Operation of Hospitality Facilities at Fall Creek Falls State Park**

**DATE:** April 17, 2017

**ESC RFP TRANSACTION NUMBER 126/036-03-2016 IS AMENDED AS FOLLOWS:**

**1. This RFP Schedule of Events updates and confirms scheduled RFP dates.**

	EVENT	TIME (Central Time)	DATE	UPDATED / CONFIRMED
1	RFP Issued		December 14, 2016	Confirmed
2	Disability Accommodation Request Deadline	2:00 p.m.	December 19, 2016	Confirmed
3	Deadline to Register for Pre-Response Conference	2:00 p.m.	December 30, 2016	Confirmed
4	Pre-response Conference	See itinerary	January 5, 2017	Confirmed
5	Notice of Intent to Respond Deadline	2:00 p.m.	January 9, 2017	Confirmed
6	Deadline to Submit First Round Written "Questions & Comments" and "Pro Forma Contract Redline" (See RFP Section 1.4)	2:00 p.m.	January 13, 2017	Confirmed
7	State Response to First Round Written "Questions & Comments" and "Pro Forma Contract Redline"		January 27, 2017	Confirmed
8	Deadline to Submit Second Round Written "Questions & Comments" and "Pro Forma Contract Redline"	2:00 p.m.	February 6, 2017	Confirmed
9	State Response to Second Round of Written "Questions & Comments" and "Pro Forma Contract Redline"		February 17, 2017	Confirmed
10	Deadline to Submit Third Round Written "Questions & Comments"	2:00 p.m.	April 6, 2017	Confirmed
11	State Response to Third Round of Written "Questions & Comments"		April 17, 2017	Confirmed

	EVENT	TIME (Central Time)	DATE	UPDATED / CONFIRMED
12	Phase I Proposal Deadline	2:00 p.m.	May 1, 2017	Confirmed
13	State Opening of Phase I Proposals	2:00 p.m.	May 1, 2017	Confirmed
14	State Completion of Phase I Evaluations and Notice of Respondents Selected for Phase II Evaluations Issued		May 11, 2017	Confirmed
15	Phase II Proposal Deadline	2:00 p.m.	June 5, 2017	Confirmed
16	State Opening of Phase II Proposals	2:00 p.m.	June 5, 2017	Confirmed
17	State Schedules Phase II Respondent Interviews		June 5, 2017	Confirmed
18	Interviews of Phase II Respondents		June 12-13, 2017	Confirmed
19	State Completion of Phase II Evaluations		June 15, 2017	Confirmed
20	Executive Subcommittee of the State Building Commission Approval Sought for Phase II Ranking of Proposals		June 26, 2017	Confirmed
21	Issuance of Phase II Evaluation Notice and RFP Files Opened for Public Inspection		June 26, 2017	Confirmed
22	State Completion of Phase III Negotiations		August 4, 2017	Confirmed
23	State Notice of Intent to Award Issued and RFP Files Opened for Public Inspection		August 7, 2017	Confirmed
24	Executive Subcommittee of the State Building Commission Approval Sought for Final Contract		August 21, 2017	Confirmed
25	State sends Contract to Concessionaire for Signature		August 22, 2017	Confirmed
26	Concessionaire Signature Deadline	2:00 p.m.	August 28, 2017	Confirmed

- 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
<p>1 Although the Concessionaire is responsible for the design, schedule, construction, and established budget, how will the approval process by the State Building Commission and office of the State Architect be managed if these entities require specific changes which affect the project budget and schedule? If these entities dictate specific project requirements which affect the project budget with potential for an overspend situation, how will either the adherence to the requirements or budget be managed to meet the capital allocation for the project.</p>	<p>It is anticipated that as part of the Phase III – Final Negotiations (RFP Section 5.5) between the State and the Best Evaluated Proposer, the concerns and requirements of the State Architect will be provided and incorporated into the Lodge Redevelopment Proposal and the Development Budget that are attached to the contract which will then be presented for approval by the State Building Commission.</p> <p>In the event that the State Building Commission has additional concerns or requirements that are not addressed in the contract and exhibits presented to the State Building Commission for approval at the conclusion of Phase III, then those comments will be provided either before or during the State Building Commission meeting at which approval of the negotiated contract is requested.</p> <p>After receipt of those concerns or requirements, the Best Evaluated Proposer and the State will have an opportunity to revise the contract and exhibits to reflect changes to address any concerns or requirements of the State Building Commission before the parties execute a contract. If the State and the Best Evaluated Proposer are unable to agree as to the terms of a proposed contract including exhibits, then the negotiations will cease and neither party will have any further obligations to the other.</p> <p>In the event that the State Architect or State Building Commission have concerns or requirements that arise after execution of a contract by the parties, such as concerns raised in consideration of the Early Design Phase presentation (Pro Forma Contract Section A.5.a.(1), then the parties will work together to determine if there is a mutually acceptable amendment to the contract that can address those concerns.</p>
<p>2 In the Goodwyn Mills Cawood Inc. and IDM Hospitality report, the proposed line item budget did not include P&amp;P bonds (P&amp;P bonds could be a significant added cost to the project). Will the P&amp;P bonds be required for all project prime and sub-contractors or will the state accept one P&amp;P bond from the concessionaire or prime CM?</p>	<p>The State will accept one performance and payment bond from the concessionaire or prime CM.</p>
<p>3 Amendment 6 to the RFP sets forth the circumstances pursuant to which the State may engage a consultant at Contractor’s cost, withhold reimbursements for non-compliant work, and assess liquidated damages for construction delays. Proposer assumes the State will only engage a consultant, withhold</p>	<p>Section E.14 of the Pro Forma Contract addresses the State’s rights, notice obligations and remedies with respect to a default by the Concessionaire.</p> <p>The language in Section E.14.d.i states that the State will provide written notice and a meeting in order to allow the parties an opportunity to reach a mutually acceptable solution, before engaging a consultant or withholding reimbursement as a result of a default under Section E.14.d.i.</p> <p>Section E.14.d.ii addresses the State’s remedies should the</p>

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<p>reimbursements or assess liquidated damages for matters solely within Contractor's control, and will provide commercially reasonable notice and cure periods prior to taking such actions.</p>	<p>Concessionaire fail to commence operations of the Concession Facilities by the Operations Commencement Date, and such failure is not the result of a <i>force majeure</i> event as described in Pro Forma Contract Section D.17. The Operations Commencement Date is a critical date to the State.</p>
<p>4 What level of engagement will the State Building Commission have on the proposed design and will there be any standards the state will dictate and be required to be designed in to the project?</p>	<p>Please see the response to Question 1 above regarding the level of engagement of the State Building Commission in the proposed design. The Pro Forma Contract and exhibits, as negotiated by the parties during the Phase III – Final Negotiations (RFP Section 5.5) and approved by the State Building Commission at the conclusion of Phase III, is expected to contain all standards and requirements then anticipated by the State.</p>
<p>5 In the event Concessioner selects design professionals at a point in time beyond Concessioner's submission of the Phase I response, are such design professionals required to register with the Tennessee Office of the State Architect? If so, on what timeline?</p>	<p>Yes, such design professionals should register promptly after selection by the Concessionaire and should not provide any services until such time as they have registered with the Tennessee Office of the State Architect.</p>
<p>6 Amendment 6 to the RFP revises the Pro-forma contract to require that the Concessionaire's selection of design and construction professionals satisfy Tenn. Code Ann. Sec. 12-4-107. Please confirm that if the proposer identifies in its proposal as part of this competitive bid certain design and construction professionals participating as a member of the development team, the Concessionaire's engagement of such design and construction professionals (without a subsequent competitive bidding process) satisfies the competitive bidding requirements of Tenn. Code Ann. Sec. 12-4-107.</p>	<p>RFP Attachment 6.2 - Section C, Item C.2 asks that the proposer identify how the proposed development team, including design and construction professionals, was selected. There is no requirement that a proposer follow the requirements of Tenn. Code Ann. Sec. 12-4-107 in selecting members of its development team.</p>
<p>7 Proposer has several concerns with the new language added to the pro-forma contract and has asked</p>	<p>The State will NOT entertain suggestions of substantive revisions to the Pro Forma Contract after the Phase I Proposal Deadline. The negotiations described in RFP Section 5.5 (Phase III - Final Negotiations) are the only negotiations in which the State will</p>

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<p>questions regarding such new language. Proposer reserves the right to make future comments to the pro-forma contract pending its receipt of responses from the State to Proposer's questions. In addition, Proposer respectfully requests the State reconsider again those comments raised in prior markups of the pro-forma contract previously submitted, as a starting point for contract negotiations upon award.</p>	<p>engage after the Phase I Proposal Deadline.</p>
<p>8 We are unable to sign the Statement of Certifications and Assurances binding the Respondent to the provisions of the RFP and the pro forma contract without a qualification for post-award contract negotiations. We have concerns with signing this document and agreeing to the terms of the pro forma contract without certain modifications prior to the State's review and approval of Phase 1 proposals.</p> <p>In addition, Exhibit C stipulates the maximum amount due the concessionaire for all services and obligations during the development phase. All costs in excess of the construction budget are the sole responsibility of the concessionaire. Given the limited environmental study and the Office of the State Architect open bid requirements and the resulting uncertainty, we are unable to accept sole responsibility for costs in excess of the construction budget which may be required to address that uncertainty. We respectfully request the opportunity to discuss these concerns from a developer</p>	<p>It is a mandatory requirement that RFP Attachment 6.1., Statement of Certifications and Assurances, is signed and dated and included with the Phase I Response (see RFP Attachment 6.2., Section A.2.).</p> <p>The Pro Forma Contract, as may be revised by the State through the RFP process, is the contract being offered to Respondents. During Phase III – Final Negotiations (see RFP Section 5.5), the State and the Best Evaluated Respondent will negotiate final terms associated with the Lodge Redevelopment Proposal, Development Budget, and conceptual design documents. Additional substantive changes to the Pro Forma Contract will not be negotiated during Phase III of the response and evaluation process.</p>

<b>QUESTION / COMMENT</b>	<b>STATE RESPONSE</b>
and operator perspective.	