



STATE OF TENNESSEE
TENNESSEE WILDLIFE RESOURCES AGENCY

**REQUEST FOR QUALIFICATIONS # 32801-00767
AMENDMENT # 1
FOR SPECIFIC ENVIRONMENTAL SERVICES**

DATE: 5/17/2017

RFQ #32801-00767 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 (all dates are State business days)
1.	RFQ Issued		4/27/2017
2.	Disability Accommodation Request Deadline	2:00 p.m.	5/2/2017
3.	Notice of Intent to Respond Deadline	2:00 p.m.	5/5/2017
4.	Written "Questions & Comments" Deadline	2:00 p.m.	5/10/2017
5.	State response to written "Questions & Comments"		5/17/2017
6.	RFQ Technical Response Deadline	2:00 p.m.	5/25/2017
7.	State Completion of Technical Response Evaluations		6/1/2017
8.	RFQ Cost Negotiations (Only for Respondent with the Highest Technical Response Score)		6/5/17 – 6/6/2017
9.	State Evaluation Notice Released and Solicitation Files Opened for Public Inspection		6/7/17
10.	End of Open File Period		6/14/2017
11.	Respondent Contract Signature Deadline	2:00 p.m.	6/19/2017
12.	Anticipated Contract Start Date		7/1/2017

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
1 Are Level I and Level II erosion and sediment control certifications required for professional engineers working on the project?	Certifications are required.
2 Do Level I and Level II certifications need to be current or is it only required that the training has been completed?	All certifications should be current.

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<p>3 Are references obtained for the cancelled RFP #32801-00767 acceptable as references for this RFQ?</p> <p>May we use the sealed references obtained for the original submittal of RFP# 32801-00767 on March 1, 2017? (They were returned to us unopened).</p>	<p>Yes.</p>																				
<p>4 Is a credit report obtained within three months of the RFQ due date acceptable (i.e., a credit report dated 2-27-17)?</p>	<p>Yes.</p>																				
<p>5 Is there a maximum number of pages for the RFQ?</p>	<p>No.</p>																				
<p>6 Has this contract been advertised before and if it has, who is the incumbent?</p>	<p>Griggs and Maloney 745 South Church Street, Suite 205 P.O. Box 2968 Murfreesboro, TN 37133-2968</p>																				
<p>7 Could you provide more context on how we should provide "the estimated number of hours that each individual will devote to the required tasks."?</p>	<p>A past example of a response to this questions has been:</p> <p>Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.</p> <table border="1" data-bbox="776 1167 1461 1596"> <thead> <tr> <th data-bbox="776 1167 1271 1325"><i>Key Personnel</i></th> <th data-bbox="1276 1167 1461 1325"><i>Estimated Hours over 5 year contract Period</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="776 1331 946 1356">[REDACTED] PE</td> <td data-bbox="1276 1331 1341 1356">75</td> </tr> <tr> <td data-bbox="776 1362 946 1388">[REDACTED] PE</td> <td data-bbox="1276 1362 1341 1388">800</td> </tr> <tr> <td data-bbox="776 1394 946 1419">[REDACTED] PG</td> <td data-bbox="1276 1394 1357 1419">1475</td> </tr> <tr> <td data-bbox="776 1425 946 1451">[REDACTED] PG</td> <td data-bbox="1276 1425 1341 1451">140</td> </tr> <tr> <td data-bbox="776 1457 946 1482">[REDACTED] CES. CEM. CPESC</td> <td data-bbox="1276 1457 1341 1482">120</td> </tr> <tr> <td data-bbox="776 1488 946 1514">[REDACTED]</td> <td data-bbox="1276 1488 1341 1514">55</td> </tr> <tr> <td data-bbox="776 1520 946 1545">[REDACTED]</td> <td data-bbox="1276 1520 1341 1545">160</td> </tr> <tr> <td data-bbox="776 1551 946 1577">[REDACTED]</td> <td data-bbox="1276 1551 1341 1577">120</td> </tr> <tr> <td data-bbox="776 1583 946 1608">[REDACTED]</td> <td data-bbox="1276 1583 1341 1608">120</td> </tr> </tbody> </table> <p>Resumes to follow this page.</p>	<i>Key Personnel</i>	<i>Estimated Hours over 5 year contract Period</i>	[REDACTED] PE	75	[REDACTED] PE	800	[REDACTED] PG	1475	[REDACTED] PG	140	[REDACTED] CES. CEM. CPESC	120	[REDACTED]	55	[REDACTED]	160	[REDACTED]	120	[REDACTED]	120
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<p>8 If a Firm's submittal does not include the Certifications referenced on pages 23 and 24, will the firm be disqualified? or penalized and points deducted in the State' Evaluation of bids? (Particularly these certifications: TDEC Level 1 , TDEC Level 2 , and TN Qualified Hydrologic</p>	<p>Yes – disqualified. The contract specifies that these individuals be certified.</p>																				

QUESTION / COMMENT	STATE RESPONSE
Professional)	
<p>9 Is the Statement of Certifications & Assurances meant to be Attachment D as shown in the Table of Contents? It is listed as Attachment E on the Section A Technical Response and Evaluation Guide.</p>	<p>Yes. It should be labeled Attachment D and is currently mislabeled Attachment E.</p>
<p>10 Per Section 4.4 of the RFQ, any objections or clarifications with any portion of the RFQ (including the sample contract) must be presented during the question period or shall otherwise be considered waived. Upon review of the sample contract, there are a few items we would like to address and/or seek revision to. Will the TWRA consider the following revisions to these items during contract negotiations?</p> <p>Article A.1 - Request the inclusion of a clearly defined standard of care at the end of the article similar to the following: “Contractor will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities. No other warranties, express or implied, are made or intended.”</p>	<p>See responses below:</p> <p>This language is mandatory and cannot be changed.</p>
<p>11 Article C.8 - It is agreed that Contractor should be responsible for compliance with the obligations set forth in the Contract Documents; however, should the State need to withhold or deduct any amounts due to noncompliance, such withholding should be tied to this contract only. Therefore, we request this article be revised as follows: “The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this Contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.”</p>	<p>This language is mandatory and cannot be changed.</p>
<p>12 Article D.6 – In the event the State intends to pursue a Termination for Cause, we request article be revised to include a Notice to Cure, similar to the following: “If Contract is to be terminated for cause, Contractor shall be provided a written Notice to Cure affording Contractor ten (10) days to address any alleged deficiencies specified in the</p>	<p>It is permissible to change the clause to:</p> <p>D.6. <u>Termination for Cause</u>. If the Contractor fails to properly perform its obligations under this Contract, or if the Contractor materially violates any terms of this Contract (“Breach Condition”), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State</p>

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<p>Notice prior to commencing with termination process.”</p>	<p>may terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor and the State may seek other remedies allowed at law or in equity for breach of this Contract.</p>
<p>13 Article D.18 – revise Contractor’s Limitation of Liability as follows: “In accordance with Tenn. Code Ann. § 12-3-701, the Contractor’s liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) Contractor’s breach of its confidentiality obligations or any Contractor indemnity obligations for infringement for third-party intellectual property rights; or (ii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.”</p>	<p>This language is mandatory and cannot be changed.</p>
<p>14 Article D.19 – In order to ensure indemnity obligations will be insurable, we request this article be revised to include an indemnity limited to professional’s negligent performance, similar to: “Contractor shall indemnify and hold harmless the State, and its officers and employees, from liabilities, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligent acts, errors or omissions of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.”</p>	<p>This language is mandatory and cannot be changed.</p>
<p>15 Also request the following added provision for a mutual waiver of damages: “Neither party to this Contract shall be liable to the other party or any third party claiming through the other respective party, for any special, punitive, liquidated, incidental, delay, indirect or consequential damages of any kind including but not limited to lost profits or loss of use, loss of access, that may result from this Contract, or out of any goods or services furnished hereunder.”</p>	<p>This language is mandatory and cannot be changed.</p>

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.