
REQUEST FOR PROPOSALS

FOR
ENGINEERING SERVICES CONSULTANT

SBC NUMBER: 128/020-01-2009

STATE OF TENNESSEE

Department of Finance and Administration

On behalf of

Department of Environment and Conservation
West Tennessee River Basin Authority



21 October 2009



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Department of Finance and Administration
On behalf of
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1 INTRODUCTION

1.1 Request For Proposals

1.1.1 The State of Tennessee, Department of Finance and Administration, on behalf of the WEST TENNESSEE RIVER BASIN AUTHORITY, hereinafter referred to as the State for the purposes of this Request for Proposals (RFP), issues this RFP to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and outline the State's process for evaluating proposals and selecting the Engineering Services Consultant for the West Tennessee River Basin Authority.

1.1.2 Through this RFP the State seeks to procure the best services at the most favorable, competitive prices and to give all qualified businesses, including qualified disadvantaged business enterprises, opportunity to do business with the State.

1.1.3 The State intends to secure a contract for a consultant to provide professional and technical engineering & computer –related services involving projects and initiatives pertaining to stormwater detention, sediment retention, bank stabilization (including bioengineering techniques), natural channel and floodplain restoration, watershed stabilization, and gradient control structures.

Such services will be performed as required to assist the West Tennessee River Basin Authority in achieving its legislative purpose of preserving and enhancing the natural flow and function of West Tennessee Streams and Rivers.

1.2 Statement of Purpose

1.2.1 The RFP Attachment 6.1, *Pro Forma Contract* details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

1.2.2 The pro forma contract substantially represents the contract document that the proposer selected by the State must agree to and sign.

1.3 License Requirement

1.3.1 Before a Contract pursuant to this RFP is signed, the Proposer and its personnel, if applicable, must hold all necessary business and professional licenses as may be required for specific services. The State may require any or all Proposers and their personnel to submit evidence of proper licensure.

1.3.2 Consultant must maintain licensure during the period of this Contract, and shall notify the State of any changes in licensure.

1.4 Insurance Requirement

The State will require the successful Proposer to maintain Professional Liability Insurance (PLI) basic minimum coverage of \$1,000,000.00. Any insurance required by the State shall be in form and substance acceptable to the State.

1.5 Contract Duration

The State intends to enter into a contract with an initial period of one year. The State may extend the Contract in one-year increments for a total of five years. Contract term dates will be specified at time of Contract execution. See *Pro Forma Contract*.

1.6 Rate Adjustment

If a Contract extension is executed, the Contract resulting from this Request for Proposals shall become eligible for a single rate adjustment at the close of the initial Contract term. The rate adjustment shall come into effect by a written amendment to the Contract.

1.7 Amount of Work

The amount of work is an indefinite quantity and will be determined based on the State's need and the amount of funding available on an annual basis.

1.8 Location of Office

The Successful Proposer as Consultant is required to have full-time staff representation in the West Tennessee Area dedicated to servicing this Contract.

1.9 Letter of Intent to Propose

- 1.9.1 A letter indicating a Proposer's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator no later than the deadline date detailed in RFP Schedule of Events.
- 1.9.2 Letters of Intent to Propose delivered by facsimile transmission should be followed by sending the original Letter of Intent to Propose to the RFP Coordinator via U.S. Mail postmarked on the same date.
- 1.9.3 The Letter of Intent to Propose should be submitted on company letterhead, with the following information clearly stated:
 - a) Proposer Name
 - b) Name and Title of Proposer Main Contact
 - c) Address, Telephone Number, Facsimile Number, and E-Mail Address of Proposer Main Contact
 - d) Signed Statement of Intent to Propose
- 1.9.4 Submittal of a Letter of Intent to Propose, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a Proposer's receipt of RFP amendments and other communications regarding the RFP.

1.10 Proposal Deadline

- 1.10.1 Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the RFP Schedule of Events.

1.11 RFP Communications

- 1.11.1 The State has assigned the following RFP identification number for referencing in all communications regarding the RFP: SBC No. **128/020-01-2009**
- 1.11.2 Unauthorized contact regarding this RFP with employees or officials of the State other than the RFP Coordinator detailed below may result in disqualification from this procurement process.
- 1.11.3 Interested Parties shall direct all communications regarding this RFP to the following RFP Coordinator, who is the State's only official point of contact for this RFP.

Howard Symons, NCARB, AICP
RFP Coordinator
Department of Finance and Administration
W. R. Snodgrass Tennessee Tower, Suite 2200
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone: 615-741-6146
FAX: 615-741-6191
Howard.Symons@tn.gov

1.12 Pre-Proposal Conference

- 1.12.1 A Pre-Proposal conference at the time and date detailed in the Schedule of Events will be held at the following location:
 - West Tennessee River Basin Authority
 - 3628 East End Drive
 - Humboldt, Tennessee 38343
- 1.12.2 The Pre-Proposal conference attendance is mandatory.
- 1.12.3 Those who attend and register their attendance will be notified of material changes or amendments to the RFP, if any. Provide business cards from all attendees.
- 1.12.4 A maximum of three representatives for a Proposer are invited to attend.
- 1.12.5 The purpose of the conference is to discuss the RFP scope of services and general process for submitting a proposal.

- 1.12.6 Verbal responses given at the Pre-Proposal Conference are considered tentative and non-binding on the State. In order to ensure accurate and consistent information, the State will, in accordance with the RFP Schedule of Events, publish official responses on the State's webpage to all submitted written questions. Only written responses from the State will be official.

2 RFP SCHEDULE OF EVENTS

- 2.1 The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.
- 2.2 The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the State has received a Notice of Intent to Propose.

RFP SCHEDULE OF EVENTS		
EVENT	TIME	DATE (all dates are State business days)
1. State Issues RFP		Wednesday 21-Oct-2009
2. Disability Accommodation Request Deadline		Friday 23-Oct-2009
3. Pre-proposal Conference	1:30 p.m.	Thursday 29-Oct-2009
4. Notice of Intent to Propose Deadline		Thursday 5-Nov-2009
5. Written Comments Deadline		Thursday 12-Nov-2009
6. State Responds to Written Comments		Thursday 19-Nov-2009
7. Proposal Deadline	2:00 p.m.	Thursday 3-Dec-2009
8. Tentative Date for Proposer Interviews (per State determination)		Friday 15-Dec-2009
9. State Building Commission Review and Approval of Proposer for Contract		Thursday 14-Jan-2010
10. State Issues Evaluation Notice and Opens RFP Files for Public Inspection		Friday 15-Jan-2010
11. End of Seven (7) Day Review Period		Friday 22-Jan-2010
12. Contract Signing Deadline		Friday 29-Jan-2010
13. Anticipated Contract Start Date		Monday 22-Feb-2010

3 PROPOSAL REQUIREMENTS

3.1 Proposal Form and Delivery

- 3.1.1 Each Proposer shall submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.
- 3.1.2 Each response to this RFP shall consist of a Credentials Proposal and a Cost Proposal.
- 3.1.3 Each Proposer shall submit one (1) original and eight (8) copies of the Credentials Proposal to the State in a sealed package that is clearly marked:

“Credentials Proposal in Response to RFP- 128/020-01-2009 -- Do Not Open”

- 3.1.4 Each Proposer shall submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP- 128/020-01-2009 -- Do Not Open”

- 3.1.5 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer shall clearly mark the outermost package:

“Contains Separately Sealed Credentials Proposal and Cost Proposal for RFP- 128/020-01-2009”

- 3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.
- 3.1.7 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Schedule of Events.

Howard Symons
Real Property Administration
W. R. Snodgrass Tennessee Tower, Suite 2200
312 Rosa L. Parks Avenue
Nashville, TN 37243

3.2 Credentials Proposal

- 3.2.1 Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a Proposal as required before the deadline shall cause the Proposal to be disqualified.
- 3.2.2 Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery or courier service. Postmarking by the due date shall not substitute for actual Proposal receipt by the State.
- 3.2.3 Late Proposals shall not be accepted nor shall additional time be granted to any potential Proposer. Proposals may not be delivered verbally, by facsimile transmission, or by other telecommunication or electronic means.
- 3.2.4 Proposers shall include the Proposal Transmittal and Statement of Certifications and Assurances, and shall provide signature and date as instructed in the form. Wet signatures are required.
- 3.2.5 The Proposal and Evaluation Guide details specific requirements for developing and submitting a Proposal in response to this RFP. This guide includes business and general requirements as well as technical queries requiring a written response.
- 3.2.6 No pricing information (except what is specifically requested) shall be included in the Credentials Proposal submission. Inclusion of Cost Proposal amounts in the Credentials Proposal will make the Proposal non-responsive and the State will reject it.
- 3.2.7 Each Proposer shall use the Proposal and Evaluation Guide to organize, reference, and draft the Proposal. Proposers may utilize the Proposal and Evaluation Guide as a table of contents for the Proposal (adding proposal page numbers as appropriate).
- 3.2.8 Proposers shall use a duplicate of the “Related Project History Form” to submit example projects for qualifications and experience information.

- 3.2.9 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" paper (although foldouts containing charts, spreadsheets, and oversized exhibits are permissible).
- 3.2.10 All proposal pages shall be numbered.
- 3.2.11 The complete Proposal package should not exceed fifty (50) pages excluding covers, tabbed dividers, résumés, appendices for exhibits and examples, and the RFP's "Proposal and Evaluation Guide" pages.
- 3.2.12 All information included in a Proposal shall be relevant to a specific requirement detailed in the Proposal and Evaluation Guide, incorporated into a response to a specific requirement, and clearly referenced.
- 3.2.13 Charts, lists, photos, and illustrations should be utilized only when appropriate or specifically requested. Any information not conforming to these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.14 The State may determine a Proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference information required by this RFP and the Proposal and Evaluation Guide.
- 3.2.15 The State may determine a Proposal to be non-responsive and reject it if the Proposal's narrative components fail to appropriately address/meet the requirements detailed in the Proposal and Evaluation Guide.

3.3 Cost Proposal

- 3.3.1 The Cost Proposal shall be submitted to the State in a sealed package separate from the Credentials Proposal. If a Proposer fails to submit a Cost Proposal as required, the State may determine the submitted Proposal package as non-responsive and reject it.
- 3.3.2 Each Cost Proposal shall be recorded on a duplicate of the Cost Proposal Format.
- 3.3.3 Each Proposer shall only record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall not record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract utilized for the total contract period.
- 3.3.5 The Proposer shall sign and date the Cost Proposal.

4 PROPOSAL EVALUATION & CONTRACT AWARD

4.1 Evaluation Categories and Maximum Points

- 4.1.1 The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that may be awarded for each of these categories are detailed below.
- 4.1.2 Each category is weighted as follows, and one hundred (100) points is the maximum total number of points which may be awarded to a Proposal:

Credentials Proposal70 (maximum points possible)
 - General Business Qualifications *fully responsive (Y/N)*
 - Qualifications & Experience *(40 points possible)*
 - Technical Approach *(30 points possible)*

Cost Proposal30 (maximum points possible)

- 4.1.3 The Proposal evaluation will be a two-part process: a Credentials Proposal evaluation (containing Qualifications, Experience, and Technical Approach) and a Cost Proposal evaluation.
- 4.1.4 Part One: The Credentials Proposal must attain a combined score of fifty-three (**53**) points or above in order for a Proposal to be accepted. The Credentials Proposal receiving the highest score will be allocated the maximum score of seventy (**70**) points. The Proposal Score will be used in the following formula to determine the points a Proposer will receive for the Credentials Proposal.

$$\frac{\text{Score for Proposal Being Evaluated}}{\text{Highest Scoring Proposal}} \times \text{Maximum Points} = \text{Proposal Points}$$

- 4.1.5 Part Two: Cost Proposals will only be considered for those Credentials Proposals that have been accepted in the Part One evaluation process. The Cost Proposal containing the lowest cost will receive the maximum score of thirty **(30)** points. The proposed cost will be used in the following formula to determine the points a Proposer will receive for the Cost Proposal:

$$\frac{\text{Lowest Cost of Qualified Cost Proposals}}{\text{Cost for Proposal Being Evaluated}} \times \text{Maximum Cost Points} = \text{Cost Proposal Points}$$

- 4.1.6 The three (3) Proposals having the highest total combined score from Part One and Part Two will be presented to the State Building Commission for Action, ranked in priority order based upon their evaluation scores. (See Schedule of Events).

RFP GENERAL REQUIREMENTS

NONDISCRIMINATION

1.1 No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State of Tennessee's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State of Tennessee or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State of Tennessee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.2 The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations .

Buddy Lea, Acting Title VI Coordinator
Department of Finance and Administration
William R. Snodgrass Tennessee Tower, Suite 1200
312 Eighth Avenue North
Nashville, Tennessee 37243
Telephone: (615) 741-6049

ASSISTANCE TO PROPOSERS WITH A DISABILITY

2.1 A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Schedule of Events.

RFP COMMUNICATIONS

3.1 Any verbal communications shall be considered unofficial and non-binding with regard to this RFP.

3.2 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.

3.3. The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Schedule of Events.

3.4 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

3.5 The State will convey all official responses and communications pursuant to this RFP to the potential Proposers from whom the State has received a Notice of Intent to Propose.

3.6 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.

3.7 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

3.8 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer shall either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

GENERAL RFP CONDITIONS AND CONTRACTING INFORMATION

4.1 Waiver of Objections. Each Proposer shall carefully review this RFP and all Attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning the RFP must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Schedule of Events. Protests based on an objection to a provision of the RFP shall be considered waived and invalid if a comment objecting to the provision was not brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation. The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential Proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, Attachments, and amendments. The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection.

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer shall not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer shall not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

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4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as the primary Proposer and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a primary Proposer. Submitting multiple proposals in different forms may result in the disqualification of all such proposals.

4.3.8 The State will reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the State will consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.9 The State will not contract with or consider a proposal from:

4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

4.3.10 For the purposes of applying the requirements of RFP subsection 4.3.9, et. seq., an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

4.4 Waiver of Variances. The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.5 Incorrect Proposal Information. If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.6 Proposal of Added Services.

4.6.1 If a proposal offers added services to those required by and described in this RFP, such services may be

incorporated in the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any cost amount(s) or rate(s) for such services.

4.7 Assignment and Subcontracting.

4.7.1 The Proposer awarded a contract pursuant to this RFP shall not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

4.7.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.7.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.

4.7.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the primary service provider and shall be responsible for all work performed.

4.8 Joint Ventures. If the State allows consideration of joint venture Proposals, and if a Proposer intends to submit a Proposal as a joint venture, then the following requirements shall apply:

4.8.1 For the purposes of this RFP, the State recognizes a joint venture as separate organizations or business entities that intend to combine professional, technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFP.

4.8.2 Each joint venture participant shall meet the licensure requirements stated in the RFP.

4.8.3 Each joint venture participant shall meet the insurance requirements stated in the RFP.

4.8.4 Each joint venture participant shall individually provide all documentation required for review of financial responsibility and stability. The State will not recognize nor accept as a singular qualification, any combination of financial assets and resources from separate organizations or business entities submitting a Proposal in response to this RFP.

4.8.5 A subcontractor to a Proposer is not a joint venture participant.

4.9 Right to Refuse Personnel. At its sole discretion, the State reserves the right to refuse any personnel, of the Consultant or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.10 Service Location and Work Space. Management, performance, completion and delivery of the services pursuant to this RFP are to be as specified in the Pro Forma Contract. Working space on the State's premises may be available for consultant use in accordance with the pro forma contract or at the State's discretion.

4.11 Proposal Withdrawal. A submitted proposal may be withdrawn at any time up to the Proposal Deadline time and date detailed in the RFP Schedule of Events. To do so, a Proposer shall submit a written request, signed by a Proposer's authorized representative. After withdrawing a previously submitted proposal, a Proposer is eligible to submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments. Each Proposer is liable for all proposal errors or omissions. A Proposer shall not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs. The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents.

4.14.1 Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee regardless of selection or rejection of a proposal.

4.14.2 All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Proposers submitting timely proposals may be available to the public, upon request, directly after the closure of evaluation by the State.

4.14.3 Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7).

4.14.4 By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration. All service contractors with State of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the State of Tennessee is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

<https://regtinvendors.state.tn.us/Agreement.aspx?strUserAdmin=New>

4.16 Severability. If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

PROPOSAL EVALUATION

5.1 Evaluation Process.

5.1.1 The proposal evaluation process is designed to award the contract to the Qualified Proposal having the highest total score.

5.1.2 The RFP Coordinator will use the RFP Proposal and Evaluation Guide to manage the Proposal evaluation and maintain evaluation records.

5.1.3 The RFP Coordinator will review each Proposal to determine compliance with requirements (refer to RFP Proposal and Evaluation Guide). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether:

- (1) the proposal meets requirements for further evaluation;
- (2) the State will request clarifications or corrections; or,
- (3) the State will determine the proposal non-responsive to the RFP and reject it.

5.1.4 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Proposal that appears responsive to the RFP.

5.1.5 Each Proposal Evaluation Team member will evaluate each proposal against the evaluation criteria in this RFP, and will score each in accordance with the RFP Proposal and Evaluation Guide.

5.1.6 The State reserves the right, at its sole discretion, to request Proposer clarification of a Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion may be limited to specific sections of the proposal identified by the State. The subject Proposer shall submit any resulting clarification in writing as may be required by the State. (Also see RFP Cost Proposal section)

5.2 Presentations – Interviews. The State reserves the right to receive an oral presentation from, or conduct interviews with Proposers. Oral presentations and the number of firms interviewed are at the sole discretion of the State. Presentations or interviews will be scheduled by the State and included as a component of credentials Proposals.

5.3 Cost Proposal.

5.3.1 The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information.

5.3.2 If a Proposer fails to submit a Cost Proposal as required, the State will determine the proposal to be non-responsive and shall reject the proposal.

5.3.3 After credential Proposal evaluations are completed, (see Schedule of Events) the RFP Coordinator will open and review Cost Proposals for each qualifying Proposer based upon the credentials evaluation process, and use a Cost Proposal scoring guide and formula to calculate and document the Cost Proposal scores.

5.3.4 The State reserves the right to ascertain the confidence of the cost amount as proposed, and/or the confidence that all work specified under this RFP can be accomplished for the cost amount as proposed without penalty to the State of additional cost, project time or quality.

5.3.5 If requested by the State, the Proposer shall be prepared to present evidence that a submitted Cost Proposal contains no clerical error, miscalculation, nor other mistake, and/or to provide other clarification of proposed costs submitted by the Proposer.

5.3.6 Upon notification by the State, the Proposer shall respond in writing with clarification details, cost breakdowns, or other specification as stipulated by the State. If the Proposer fails to provide such evidence, the State, at its own discretion, may determine the Proposal to be non-responsive and reject it.

5.3.7 Subsequent to such Cost Proposal review notification by the State, the Proposer may elect to withdraw its Proposal due to mistake, and request to withdraw. The request shall be in writing to the RFP Coordinator, delivered in person, by facsimile transmission, by overnight courier service, or by registered mail, postage prepaid.

5.3.7.1 The request for withdrawal shall be made not later than twenty-four hours after the official time of notification by the State. Any communication regarding this RFP sent by facsimile transmission must also be sent by United States mail postmarked on the same date.

5.3.7.2 The request for withdrawal shall acknowledge that the Proposer refuses to enter into a contract based on the submitted Cost Proposal. Any Proposer making such request shall be removed from consideration, and evaluation proceedings for the Proposal terminated.

5.4 Non-Responsive Cost Proposal. After opening Cost Proposals, should the State determine that a Cost Proposal is non-responsive and rejects the Cost Proposal, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine evaluation results.

5.5 Closure of Evaluation. The State Building Commission's action to approve a Proposer as contractor

officially closes the evaluation process. Refer to the RFP Schedule of Events.

5.6 Evaluation Notice. The State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Schedule of Events. The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.7 RFP Files Open. The State will make the RFP files available for public inspection on the date specified in the RFP Schedule of Events. The files remain open for public review from that date.

5.8 Protest Process. The State will allow seven (7) calendar days after the State Building Commission's disposition of a proposal for consideration of protests from a Proposer. Protests shall be written on company letterhead and signed by a company principle. Written protests shall be submitted to the State Architect who will evaluate the merits of the protest. If the State Architect denies a protest, then the contract process proceeds.

5.9 Appeal. A Proposer may appeal its denied protest to the State Building Commission for further review. The appeal shall be submitted to the State Architect within seven (7) calendar days of notification of a denied protest. State Building Commission determination of a protest is final action. If the State Building Commission's review through appeal concurs with the State Architect and denies the protest, then the contract process proceeds. If, after review of the protest through appeal, the State Building Commission decides in favor of the protest then the result may be RFP cancellation or other resolution.

CONTRACT AWARD & APPROVAL PROCESS

6.1 Contract Award Process. The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency that will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

6.2 Contracting Obligations. The Proposer with the apparent best-evaluated proposal shall agree to and sign a contract with the State that shall be substantially the same as the *Pro Forma* Contract. The State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

6.3 Contract Signature Deadline. The Proposer with the apparent best-evaluated proposal shall sign and return the

contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

6.4 Contract Approval. The RFP and the consultant selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Consultant and the head of the procuring State agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

6.5 Contract Payments. All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Pro Forma Contract). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Consultant, even work done in good faith and even if the Consultant is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

6.6 Consultant Performance. The Consultant shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Consultant's place of business that are related to the performance of the contract. If the State requires such an inspection, the Consultant shall provide reasonable access and assistance.

6.7 Contract Amendment.

6.7.1 During the course of this contract, the State may request the Consultant to perform additional work for which the Consultant would be compensated. That work shall be within the general scope of this RFP. In such instances, the State will provide the Consultant a written description of the additional work, and the Consultant shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Consultant's proposal to this RFP. If the State and the Consultant reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment.

6.7.2 Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Consultant and the head of the procuring State agency and must be approved by other State officials as required by State laws and regulations.

6.7.3 The Consultant shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

END OF RFP GENERAL REQUIREMENTS

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer shall complete and sign this Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.

**PROPOSER LEGAL ENTITY
NAME:**

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION
NUMBER:**
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid as stipulated in the Cost Proposal and thereafter in accordance with any contract pursuant to the RFP. If submission of a Cost Proposal is not a requirement of the subject RFP, then the proposal submitted herewith shall remain valid for 180 days.
- 4) The Proposers shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
- 5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP *Pro Forma* Contract.

Wet Signature Required.

**SIGNATURE &
DATE:**

RELATED PROJECT HISTORY FORM

Include project history form with submitted Proposal & Evaluation Guide, Section B, for Qualifications and Experience

Name of Proposer's Client: _____
Procuring Entity (Federal Agency, State Agency, Municipality, Other)

Proposing Firm (and Branch Office if applicable): _____

Address: _____ **City:** _____ **State:** ____ **Phone:** _____

Client Representative knowledgeable about the project work:

Name: _____ **Title:** _____

Phone: _____ **Fax** _____ **E-mail:** _____

Project Title: _____

Project or Contract Number: _____

Project Location (City, State) _____

Start Date: _____ **Completion Date:** _____

Program/ Agency Name (if applicable): _____

Amount of Proposer's Contract: \$ _____

_____ Brief description of the project scope and service(s) provided: _____

Attach additional pages as necessary

Use this form for submitting projects of Proposer team participants if applicable
The State reserves the right to contact the Client Representative.
Please confirm that contact information is current.

Proposal & Evaluation Guide Forms

Engineering Services Consultant West Tennessee River Basin Authority

Sections A through C

PROPOSAL & EVALUATION GUIDE — SECTION A

PROPOSER NAME:		
SECTION A — GENERAL BUSINESS REQUIREMENTS		
<p>The Proposer shall address all General Business Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general business requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Credentials Proposal copies and Cost Proposal packaged separately. ▪ Credentials Proposal contains no cost data. ▪ Proposer did not submit alternate proposals. ▪ Proposer did not submit multiple proposals in a different form. ▪ Credentials Proposal does not contain any restrictions of the rights of the State or other qualification of the Proposal. <p>The RFP Coordinator will also review the Proposal to determine if the General Business Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>NOTICE: In addition to these requirements, the State will also evaluate compliance with all RFP requirements.</p>		
Page # for your response	Proposal Submission and General Business Items	State Use ONLY
		Y/N
	A.1 Written Proposal and Cost Proposal received at correct location and on time.	
	A.2 Outermost container displays Contractor licensing information.	
	A.3 One Original and eight (8) copies of Credentials Proposal received.	
	A.4 Credentials Proposal and Cost Proposal packaged separately and marked as required.	
	A.5 Responsive to Proposal Document organization layout. Section and subsections partitioned with tabbed separation sheets. Tabs are labeled accordingly.	
	A.6 Credentials Proposal includes a transmittal letter on company letterhead with original signature, signed by a company officer empowered to bind the Proposer to the provisions of RFP and any contract awarded pursuant to it.	
	A.7 Provide the Proposal Transmittal and Statement of Certifications and Assurances completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.	
	A.8 Insurance: Provide a Certificate of Insurance or a letter from an insurance/surety agency stating the Proposer's capability to provide insurance for this Project.	
	A.9 Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company) and detail the name, mailing address, telephone number, and e-mail address of the person the State should contact regarding the Proposal.	

	A.10 Provide a statement of whether the Proposer or any individual who shall perform work under the Contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.	
	A.11 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last five (5) years, and if so, an explanation providing relevant details.	
	A.12 A statement of whether the Proposer or any of the Proposer's employees or agents, to the best of its knowledge, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony; and if so, an explanation providing relevant details.	
	A.13 Provide a statement listing pending litigation against the Proposer; if such litigation exists, and attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.	
	A.14 Provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	
	A.15 Describe the Proposer organization's number of employees, type of client base, and location of offices.	
	A.16 Provide the following ratios for the Proposer covering the last three (3) years, calculated according to the generally accepted accounting principles: 1) Quick Ratio and 2) Debt / Worth. The State may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Proposer prior to the final award of the Contract. If the requested documents do not support the financial stability of the Proposer the State reserves the right to reject the proposal.	
	A.17 Provide a list or chart that shows the firm's annual dollar workload volume, number of projects on a per year basis for the last five (5) years.	

End of Section A

**Engineering Services Consultant
West Tennessee River Basin Authority
PROPOSAL & EVALUATION GUIDE — SECTION B**

PROPOSER NAME:		
SECTION B — QUALIFICATIONS & EXPERIENCE		
The Proposer shall address all Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).		
Page # for your response	Qualifications & Experience Items	State's Use ONLY
	B.1 Provide a statement on the Proposer's experience at providing Engineering Consulting Services as outlined in the RFP. A Proposer, to be considered, shall have a minimum of five (5) years of experience in providing the services outlined in the RFP and Pro Forma Master Contract.	
	B.2 Provide a brief, descriptive statement indicating the Proposer's licenses required to deliver the services sought under this RFP.	
	B.3 Provide the following information: a. A summary description of three contracts of similar scope and complexity that are underway or have been completed by the Proposer within the last five (5) years. The information for each project shall include specific details on the extent of services provided by this Proposer. b. A Related Project History Form is provided for the Proposer's use in compiling and presenting this information.	
	B.4 Provide the following information: a. A list of current contracts to which the Proposer is presently committed, and both the dollar volume and time frame for each, and what services are being provided. b. A list of all current contracts with the State of Tennessee, and all State of Tennessee contracts completed within the previous five (5) year period.	
	B.5 Provide an organizational chart illustrating lines of authority and where personnel for this Contract are positioned. Such personnel shall include, but not be limited to, Senior Leadership, the Project Manager, and other key personnel who may be required.	
	B.6 Provide the following: a. Résumés of key personnel who shall be assigned by the Proposer to perform duties or services under the Contract. The résumés shall detail each individual's title, education, current position with the Proposer, employment history, and experience which highlights positions/work with similar scope and responsibility. b. A principal-in-charge (by whatever name called) shall also be named in key personnel but who may not be exclusively assigned to this Project. c. Provide a reference (a project owner representative) from each of the last three projects that the Project Manager were assigned. Provide a contact name, address, telephone number, email address, and project name and location for each reference. The State may verify submitted reference information as well as any other source available.	

	<p>B.7 Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail all of the following:</p> <ul style="list-style-type: none"> a. a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises; b. a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) (iii) contractor contact and telephone number; c. an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and d. the percent of the Proposer's total current employees by ethnicity, sex, and disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>	
<i>(Maximum Section B Score = 40)</i>		
SCORE (for all Section B items above, B.1 through B.7):		

End of Section - B

**Engineering Services Consultant
West Tennessee River Basin Authority
PROPOSAL & EVALUATION GUIDE — SECTION C**

PROPOSER NAME:		
SECTION C — CONTRACT APPROACH		
The Proposer shall address all Contract Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).		
Page # <small>For your response</small>	Contract Approach Items	State's Use ONLY
	C.1 Provide a descriptive statement indicating the Proposer's approach to delivering the various services sought under the RFP.	
	C.2 Describe the process in which the Proposer's staff and administrative support will manage the execution of the work. This description should address the various aspects of prudent project management, including but not limited to, Communications, Meetings, Reporting, Field Observation tasks, and State Liaison.	
	C.3 Provide a comprehensive narrative, captioned "Contract Staffing Plan," that illustrates how the Proposer will staff assigned projects. a. Proposer's staffing for this Contract is indicative of the ability to provide professional management and technical personnel. b. Identity of the Proposer's management team which cannot be substituted without written approval of the State.	
	C.4 Provide a brief descriptive summary as to the Proposer's approach to tracking and reporting, including scheduling and accounting.	
	C.5 Quality Control: Describe how your firm implements quality control throughout project phases.	
<i>(Maximum Section C Score = 30)</i>		
SCORE (for all Section C items above, C.1 through C.5):		

West Tennessee River Basin Authority Engineering Services Consultant

PERSONNEL & LABOR CATEGORY DESCRIPTIONS

1. **Principal-in-Charge:** This employee must be responsible for the oversight of all staff in a contractor's regional office, including assignment of staff to specific projects and overview of project managers and senior level staff. The Principal-in-charge must have a B.S. or M.S. degree in engineering or other appropriate science and seven (7) years experience in conducting engineering work as required by this contract as well as five (5) years experience as a supervisor of technical staff.
2. **Project Manager:** The project manager must have five (5) years full-time experience in investigation, planning and design/construction phases of project management of the type required by this contract. A B.S. or M.S. degree in engineering or other appropriate science is necessary. The person must have supervisory and project management experience. The project manager must have the authority to supervise and assign tasks to staff members working on contracted projects irrespective of supervisory structure in the organization. Where circumstances dictate, the project manager must have the authority to make on-the-spot decisions.
3. **Senior Professional Engineer:** Must have the ability to plan and conduct projects and initiatives as required by this contract. Sr. Professional Engineer must be a registered Engineer in the State of Tennessee with a B.S. or M.S. degree from a fully accredited four (4) year university in engineering. QA/QC procedures, health and safety issues and risk assessment together with five (5) years of increasingly responsible experience as a Civil Engineer. The Sr. P.E. must have a minimum of two (2) years full time experience supervising technical personnel and must supervise technical personnel on a daily basis and insure that their work is sufficient to meet project needs.
4. **Staff Professional Engineer:** Must have the ability to conduct projects and initiatives as required by this contract. Staff Professional Engineer must be a registered Engineer in the State of TN with a B.S. or M.S. degree from a fully accredited four (4) year university in engineering.
5. **Staff Engineer in Training:** Must have the ability to conduct projects and initiatives as required by this contract under the supervision of a Registered Professional Engineer. Must be an Engineer in Training with a B.S. or M.S. degree from a fully accredited four (4) year university in engineering.
6. **Senior Scientist:** Must have the ability to plan and conduct project investigations pertaining to their particular field of discipline, whether Geology, Ecology, Biology, Microbiology, Chemistry, or similar discipline, with five (5) years full-time increasingly responsible experience in their field. This person must be registered as a Professional in their field, if applicable. The Senior Scientist must have minimum of a B.S. degree in their particular field of discipline from a fully accredited four (4) year university. Must be experienced in overseeing a wide variety of operations, testing, and data acquisition and interpretations. Sr. Scientist must have a minimum of two (2) years experience supervising technical personnel and must supervise technical personnel on a daily basis and insure that their work is sufficient to meet project needs. Postgraduate work in an appropriate science may be substituted on a year for year basis for experience for a maximum of two (2) years.

West Tennessee River Basin Authority Engineering Services Consultant

PERSONNEL & LABOR CATEGORY DESCRIPTIONS

7. **Staff Scientist:** Must have the ability to conduct project investigations pertaining to their particular field of discipline, whether Geology, Ecology, Biology, Microbiology, Chemistry, or similar discipline, with a B.S. degree in their particular field of discipline from a fully accredited four (4) year university. Must be capable of overseeing operations, collections, and data acquisition. Postgraduate work in an appropriate science may be substituted on a year for year basis for experience for a minimum of two (2) years.
8. **Project Technician:** Must have the ability to assist professional staff with project tasks; including but not limited to Project Planning, Geomorphologic Investigation, Ecological Investigation, Engineering Design, Geotechnical Investigation, Bid/Construction Documents Preparation, Hydrologic/Hydraulic Analysis, Construction Administration, and computer-related technical support.
9. **Drafting/CADD Technician:** Must have the ability to develop scaled maps, engineering drawings, and contour maps of professional quality. Two years full time experience, education relating to drafting and cartography or an associate degree with emphasis on drafting or CADD programs.
10. **Clerical Support:** (Secretarial support, word processing and other office workers shall be included in this category). Must be able to type proficiently, use word processors, and carry out general clerical duties. Only expenses associated with in-office work by this position will be compensated through this contract.
11. **Construction Observer:** Must have ability to provide field observation duties for civil construction projects of the scope required by this contract. Construction Manager must have a minimum of seven (7) years experience with supervising or providing field observation duties for construction projects similar in scope to the work of this contract. Full time college-level coursework in engineering or construction management may be substituted on a year for year basis for experience for a maximum of four (4) years.
12. **Registered Land Surveyor:** Must be a licensed surveyor registered in the State of Tennessee with a minimum of four (4) years licensed surveying experience.
13. **Three (3) Person Survey Crew:** Typical 3-person crew and all necessary equipment.
14. **Two (2) Person Survey Crew:** Typical 2-person crew and all necessary equipment.

End of Section

COST PROPOSAL FORMAT
SBC # 128/020-01-2009

Proposer Name

INSTRUCTIONS TO PROPOSER:

1. The Proposer shall indicate below the offered price for providing all services proposed for the following categories of personnel including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. This Cost Proposal shall specifically record the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed shall incorporate all cost for the proposed scope of services for the contract period.
2. The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.
3. Proposed Costs shall be reviewed in accordance with Sections 5.3 and 5.4 of RFP Component 02 00 02, the RFP General Instructions.
4. The Proposer must sign and date the Cost Proposal.

	Personnel Category	Proposed Monthly Rate for Category	Percent of Monthly Rate that is Direct Salary	Weighted Multiplier	Weighted Cost Value
1.	Principle-In-Charge	\$	%	0.5	
2.	Project Manager	\$	%	3.0	
3.	Senior Professional Engineer	\$	%	1.0	
4.	Staff Professional Engineer	\$	%	2.0	
5.	Staff Engineer In Training	\$	%	1.0	
6.	Senior Scientist	\$	%	0.5	
7.	Staff Scientist	\$	%	1.0	
8.	Project Technician	\$	%	3.0	
9.	Drafting/CADD Technician	\$	%	3.0	
10.	Clerical Support	\$	%	0.5	
11.	Construction Observer	\$	%	1.5	
12.	Registered Land Surveyor	\$	%	3.0	
13.	Three (3) Person Survey Crew	\$	%	0.5	
14.	Two (2) Person Survey Crew	\$	%	3.0	
				Total	

The proposed cost contained herein and the submitted Credentials Proposal associated with this cost shall remain valid for at least **ONE HUNDRED EIGHTY (180)** days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

The Weighted Cost Value will be computed and listed by the State.

*In no case shall proposed rate for the staff position exceed proposed rate for the senior position.

Proposer Signatory Name

Title

Signature

Date

RFP

PROPOSAL SCORE SUMMARY MATRIX FORMAT

	Qualification & Experience Maximum 40 Points						Technical Maximum 30 Points						Q&E+T			
	1	2	3	4	5	Median	1	2	3	4	5	Median	Total Q&E+T	Normalized Q&E+T		
Evaluator																
Proposer																
Proposer A																
Proposer B																
Proposer C																
Proposer D																
Proposer E																
Proposer F																

The Median of the scores of all evaluators for the Q&E+T will be totaled, and then these raw scores will be normalized to give the highest Proposer raw score the maximum points. The formula is:

$$\frac{\text{Proposers Median Score Total Q\&E+T}}{\text{Highest Median Score Total Q\&E+T}} \times \text{Maximum Points}$$

The Total Cost amount from the Cost Proposal will be used to calculate a Cost score using the formula below. The Cost score will be entered in this matrix format and added to the Normalized score for Q&E+T to determine a Total Score. The highest combined score will be the apparent best-evaluated Proposer.

$$\frac{\text{Lowest Cost Amount for all Proposals}}{\text{Cost Amount Being Evaluated}} \times \text{Maximum Points}$$

Calculations shall result in numbers rounded to two decimal places.

RFP Coordinator

Date

05 00 01

PRO FORMA CONTRACT

(The following *pro forma* contract contains italicized items in red that shall be replaced with appropriate information in the official contract)

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Contracting Agency Of The State
AND
Consultant Name
SBC NUMBER *Project Number*

This Contract, by and between the State of Tennessee, *Contracting Agency of the State*, hereinafter referred to as the "State" and *Consultant Legal Entity Name*, hereinafter referred to as the "Consultant," is for the provision of *Engineering Services* for State projects, as further defined in the "SCOPE OF SERVICES."

The Consultant is *An Individual / a For-Profit Corporation / a Nonprofit Corporation / a Governmental Entity / a Special Purpose Corporation or Association / a Fraternal or Patriotic Organization / a Partnership / a Joint Venture / a Limited Liability Company.*

The Consultant's address is:

Address:

The Consultant's place of incorporation or organization is *State of Organization.*

A. SCOPE OF SERVICES:

The following Tasks constitute the professional services that shall be provided by the Consultant:

- A.1. The Consultant shall provide Professional Engineering Services and Technical Assistance as the State may require involving projects and initiatives pertaining to storm water detention/sediment retention structures, bank stabilization (including bioengineering techniques), natural channel and floodplain restoration, watershed stabilization, and gradient control structures. The Consultant shall perform associated feasibility studies as required to assist the State in achieving its legislative purpose. Such services and assistance may include but not be limited to the following: Project Planning, Cartographic Services, Geomorphologic Investigation, Site Surveying, Ecological Investigation/Monitoring, Engineering Design, Geotechnical Investigation, Bid/Construction Documents Preparation, Hydrologic/Hydraulic Analysis, Construction Administration, and Easement Preparation.
- A.2. The Consultant shall provide Computer-related Services as the State may require. Such services shall include qualified personnel on staff, adequate hardware & peripheral equipment, and computer software for use at Consultant's office. The Consultant shall be capable of interfacing with a database of existing information currently held by the State and stored in IBM PC format.
- A.3. The Consultant shall be responsible for providing transfer of data through the use of modems, tape backup system, and diskettes. Such transfer of data shall include but not be limited to transfer between the State, the Consultant, and the U. S. Army Corps of Engineers.
- A.4. All data generated as a result of this contract shall become property of the State. The Consultant shall provide all such data in a format usable by the State upon request and upon contract completion.
- A.5. The Consultant shall be responsible for storing and archiving of data and other documents relating to this contract for a period of three (3) years after contract completion.

06 10 01

- A.6. At the specific request of the State provide Additional Services. Additional Services shall be supplied at the rates identified within this Contract. All requests for Additional Services must be authorized in writing by the State prior to their commencement.
- A.7. The Consultant shall provide services and assistance as the State may require within a procedure and schedule satisfactory to the State.
- A.8. The Consultant shall respond to the State within twenty-four (24) hours upon receipt of written notice of request for services, or other communication pertaining to this contract.
- A.9. The Consultant shall commence services only upon receipt of written authorization of such services from the State.
- A.10. The Consultant shall submit Initial Work Report to the State within seventy-two (72) hours.
- A.11. The Consultant agrees to perform the Administrative and Field Services in accordance with the Request for Proposal, the Engineering Consultant Services, the Cost Proposal, and the Consultant's Proposal dated Date , all of which are made a part of this Contract by reference.
- B. CONTRACT TERM:
- B.1. Term. This Contract shall be effective for the period commencing on Contract Start Date and ending on Contract Completion Date .
- B.2. Term Extension. The State reserves the right to extend this Contract for up to four (4) additional one-year periods. Should all four annual contract renewal options be elected, the contract will be terminated on January 31, 2015. The State will have no obligation for services rendered by the Consultant which are not performed within the specified period. for an additional period or periods of time representing increments of one year and a total contract term no greater than five years, provided that the State notifies the Consultant in writing of its intention to do so at least thirty [30] days prior to the contract expiration date.
- B.2.a An extension of the term of this Contract will be effected through an amendment to the Contract.
- B.2.b If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon payment rates provided for in the original contract.
- B.3. Term of Individual Contracts . Under no circumstances shall the term of any individual contracts established as a result of this Contract extend beyond that set forth in Sections B.1 and B.2.
- C. PAYMENT TERMS AND CONDITIONS:
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Hundred Thousand and No Hundreds Dollars (\$200,000.00).
- C.1.a The rates in Engineering Services Rate Schedule of this Contract (Contract Attachment A) shall constitute the entire compensation due the Consultant for the Services and all of the Consultant's obligations hereunder regardless of the difficulty, materials or equipment required in performance of authorized tasks.
- C.1.b The Contract amounts include, but are not limited to, all applicable taxes, fees, company overheads, and all other direct and indirect costs incurred or to be incurred by the Consultant.
- C.1.c The Consultant is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State.
- C.1.d The maximum liability represents available funds for payment to the Consultant and does not guarantee payment of any such funds to the Consultant under this Contract unless the State requests work and the Consultant performs said work. In which case, the Consultant shall be paid in accordance with rates detailed in the Engineering Services Rate Schedule of this Contract.

- C.1.e The State is under no obligation to request work from the Consultant in any specific dollar amounts or to request any amount of work from the Consultant during any period of this Contract.
- C.2. Compensation Firm. The maximum liability of the State expressed above is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.
- C.3. Basic Service(s). For services requested and approved by the State and agreed to by the Consultant under this Contract, the services and Consultant fees shall be in accordance with the Engineering Services and the Rate Schedule of this Contract.
- C.4. Additional Service(s). For services requested and approved by the State and agreed to by the Consultant under this Contract that are not provided as Basic Services, these services and the Consultant fees shall be in accordance with the Engineering Services and the Rate Schedule and expenses allowed for this Contract as applicable.
- C.4.a When necessitated by project requirements, and at the discretion of the State, the Consultant shall engage consultants or service-providers of specialized services.
- C.4.b The Consultant shall be compensated for service providers or consultants engaged for additional services at a multiple of one and twenty one hundredths (1.20) times the amount billed to the Consultant, at a fixed rate, in dollars per hour, not to exceed one hundred fifty-five and no/100 dollars (\$155.00).
- C.4.c The Consultant shall be compensated for employee's time computed at a multiple of two and forty-five one hundredths (2.45) times the direct personnel expense not to exceed the maximum hourly rate of one hundred fifty-five and no/100 dollars (\$155.00).
- C.5. Reimbursement of Expenses. Eligible and authorized actual expenditures shall be reimbursed the Consultant upon receipt of required documentation, and shall be in accordance with eligible expenses as described in the current version of the Designer's Manual for projects with oversight by Real Property Administration (RPA) for the State Building Commission.
- C.6. Travel Compensation. Compensation to the Consultant for travel, meals, or lodging shall be in accordance with the "State Comprehensive Travel Regulations," as they are amended from time to time.
- C.7. Fixed Rates. The rates paid by the State for services under the provisions of this Contract shall remain fixed for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.8. Rate Adjustment. A rate adjustment will be permitted for all rates included in this Contract as specified in the Engineering Services and the Rate Schedule of this Contract. If the State elects to execute an extension to this Contract, the Contract shall become eligible for rate adjustment effective at the close of the initial contract term. The rate adjustment shall come into effect by a written amendment to this Contract. No more than one rate adjustment shall be permitted.
- C.8.a Rate adjustment shall be by a percentage equal to eighty-five percent (85%) of the change in the Implicit Price Deflator for State and Local Government computed from the calendar quarter preceding the start of the contract through to the calendar quarter preceding the quarter of the adjustment.
- C.8.b The Implicit Price Deflator (IPD) for State and Local Government is that number published by the Bureau of Economic Analysis, US Department of Commerce. The IPD ratio is under the State and Local Government category provided within the table for the "Implicit Price Deflators for Gross Domestic Product". (See RFP Form 07 00 03).
- C.9. Invoices for Payment. The Consultant shall submit monthly invoices in form and substance acceptable to the State and with all of the necessary supporting documentation, prior to any payment. Such invoices shall include the name of each of the Consultant's employees with the employee's job title, the number of hours worked, and the amount of eligible reimbursable expenses claimed for the employee during the billing period.
- C.10. Invoice Reductions. The Consultant's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Consultant under this or any contract between the Consultant and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Consultant.

- C.12. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service(s) provided nor as an approval of any of the amounts invoiced therein.
- C.13. Automatic Deposits. The Consultant shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form." This form shall be provided to the Consultant by the State. Once this form has been completed and submitted to the State by the Consultant, all payments to the Consultant, under this or any other contract the Consultant has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House. The Consultant shall not invoice the State for services until the Consultant has completed this form and submitted it to the State.

The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate State officials in accordance with applicable State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State will give the Consultant at least ninety (90) days written notice before the effective termination date. The Consultant shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Consultant for compensation for any service which has not been rendered. Upon such termination, the Consultant shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Consultant fails to fulfill its obligations under this Contract in a timely or proper manner, or if the Consultant violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Consultant shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Consultant.
- D.5. Subcontracting. The Consultant shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest", "Nondiscrimination", "Prohibition of Illegal Immigrants", "Records", and "Monitoring" (sections D.6. through D.10 following). Notwithstanding any use of approved subcontractors, the Consultant shall be the prime consultant and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Consultant warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Consultant in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Consultant hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a

breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- D.8.a The Consultant hereby attests, certifies, warrants, and assures that the Consultant shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who shall utilize the services of an illegal immigrant in the performance of this Contract.
- D.8.b For a Contract in which the State is an agency of the Executive Branch of the State government, such as the Department of Finance and Administration, and not including the University of Tennessee nor the Tennessee Board of Regents, the following requirements apply:
 - D.8.b.1. The Consultant shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the standard form entitled "Personnel used in Contract Performance" with each application for payment. This form shall be provided to the Consultant by the State. Such attestations shall be maintained by the Consultant and made available to Tennessee State officials upon request.
 - D.8.b.2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Consultant shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who shall utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Consultant and made available to Tennessee State officials upon request.
 - D.8.b.3. The Consultant shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- D.8.c The Consultant understands and agrees that failure to comply with this section shall be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law provides for the prohibition of any contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- D.8.d For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Consultant shall maintain documentation for all charges under this Contract. The books, records, and documents of the Consultant, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Consultant's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Consultant shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.13. Independent Contracting Entity. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.14. Liability Insurance. Consultant shall maintain Professional Liability Insurance (PLI) basic minimum coverage of \$1,000,000.00 evidenced by Certificate of Insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.
- D.14.a Certificates shall name insured, producer, carrier(s), and the "State of Tennessee" as certificate holder, with the correct address of the State.
- D.14.b The Certificate shall stipulate ten (10) days prior written notice to certificate holder in the event coverage is changed or renewed.
- D.14.c If the Insured is a Joint Venture, the certificate shall recognize the Joint Venture relationship, and the limit of liability for each member of the Joint Venture shall be not less than the required total limit divided by the number of members (firms).
- D.14.d Values of all limits and deductibles need to be given in like units.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Consultant shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Consultant agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Consultant acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with other terms and conditions of this Contract, the special terms and conditions shall control.

- E.2. Communications and Contacts. All requests, consents, instructions, notices, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by email, facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate email address, facsimile number or address as set forth below or to such other party, email address, facsimile number, or address as may be hereafter specified by written notice.

The State:

David W. Salyers
West Tennessee River Basin Authority
3628 East End Drive
Humboldt, Tennessee 38343
731-784-8173
731-784-8606
David.Salyers@tn.gov

The Consultant::

Name and Title Of Consultant Contact Person
Name Of Consultant
Address
Telephone Number
Facsimile Number
Email Address

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Consultant's duties, responsibilities, and performance under this Contract, the documents shall govern in order of precedence detailed below. Included in this Contract by reference are the following documents:
- E.3.a The Contract document and its Attachments
 - E.3.b The Individual Contract
 - E.3.c The Request for Proposal and its associated Addenda
 - E.3.d The Consultant's Proposal and all Clarifications and Addenda
- E.4. Subject to Funds Availability. This Contract is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Consultant. Upon receipt of the written notice, the Consultant shall cease all work associated with the Contract on or before the effective termination date specified. Should such an event occur, the Consultant shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date.
- E.5. Consultant Developed Programs. Upon completion or termination of this Contract, application programs and systems and other management systems developed by the Consultant and used for the implementation of the State's projects shall be licensed to the State at no fee or otherwise remain with the State for use in management of other projects.
- E.6. Replacing Personnel. The Consultant shall not replace personnel performing services under this Contract without advance written approval of the State. The State may request replacements for Contract personnel. For required and approved personnel replacements, the Consultant shall provide personnel who meet the qualifications requirements of the position, and who are approved by the State. Approved personnel replacements shall be achieved promptly by the Consultant to lessen the interruption of services.
- E.7. Printing and Duplication. The State shall provide facilities for the printing of State-required reports and documents at its central office. Printing and duplication at the State's facilities shall be without charge to the Consultant. Printing and/or other duplication of information required by the State, and that is not performed at State facilities must receive prior written approval by the State.
- E.8. Patents or Copyrights. The Consultant shall indemnify and hold the State harmless for all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Consultant's or the State's performance under the Contract. In any such action brought against the State, the Consultant shall satisfy and indemnify the State for the amount of any final judgment, or settlement entered into in good faith by the State for infringement.

- E.9. Debarment and Suspension. The Consultant certifies, to the best of its knowledge and belief, that it and its principals:
- E.9.a are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - E.9.b have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - E.9.c are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - E.9.d have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.10. Consultant Commitment to Diversity. The Consultant shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Consultant's submitted Proposal resulting in this Contract.
- E.10.a The Consultant shall assist the State in monitoring the Consultant's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small (SBE), minority (MBE), and women (WBE) certified businesses, and businesses owned by persons with a disability.
 - E.10.b Such reports shall be provided to the State of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

End of Contract Terms

SIGNATURES: A signatory page will be included for all official signatures per the State's requirements, similar to the following:

IN WITNESS WHEREOF:

BY CONSULTANT: _____
Consultant Legal Entity Name:

Signature: _____ Date

Name: _____

Title: _____

AND BY STATE:

Signature: _____ Date

Name: _____

Title: _____

Signature: _____ Date

Name: _____

Title: _____

Contract Attachment A Engineering Services Rates Schedule

	Personnel Category	Contract Rate for Category
1.	Principle-In-Charge	\$
2.	Project Manager	\$
3.	Senior Professional Engineer	\$
4.	Staff Professional Engineer	\$
5.	Staff Engineer In Training	\$
6.	Senior Scientist	\$
7.	Staff Scientist	\$
8.	Project Technician	\$
9.	Drafting/CADD Technician	\$
10.	Clerical Support	\$
11.	Construction Observer	\$
12.	Registered Land Surveyor	\$
13.	Three (3) Person Survey Crew	\$
14.	Two (2) Person Survey Crew	\$

06 10 02

Rate Adjustment Formula

Implicit Price Deflator for State and Local Government

Formula used in adjusting fees:

The Implicit Price Deflator Index number for State and Local Government is that number published by the Bureau of Economic Analysis of the United States Department of Commerce. The Implicit Price Deflator ratio is provided in Table 1.1.9. "Implicit Price Deflators for Gross Domestic Product" under the State and Local Government category.

The adjustment shall be by a percentage equal to eighty-five percent (85%) of the change in the Implicit Price Deflator index number, computed from the calendar quarter at the start of the contract through to the calendar quarter preceding the quarter of the adjustment. For the purposes of this Contract, that period will be those quarters beginning _____ (20XX-x) and ending _____ (20XX-x).

The Rate Adjustment Formula can be expressed as follows:

$$R2 = \left(\left(\left(D2 - D1 \right) \times 0.85 \right) / D1 + 1 \right) \times R1$$

R2 = rate after adjustment	D2 = deflator number for the quarter immediately preceding the quarter of the adjustment	D1 = the quarterly deflator number at the start of the contract	R1 = original rate to be adjusted
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(Note: The State adjusts fees for eighty-five percent (85%) of the total change in inflationary effect. The State allows adjustment only for a portion of the fee amount appropriate for the providing of professional services. The State does not pay inflation on profit.)

The website to view Bureau of Economic Analysis tables can be accessed from:

<http://www.bea.gov/national/nipaweb/Index.asp>

Select the option, "Choose a table from a [list of All NIPA Tables](#)". Proceed to the following table:
"Table 1.1.9. Implicit Price Deflators for Gross Domestic Product (A) (Q) "

Line 25 of Table 1.1.9 displays the Implicit Price Deflator index for State and Local Government.