

## Development Advisory Services RFQ – Addendum 1

Question - I understand the cost proposal would be submitted April 25, 2022. Is that based on invitation, or is that a requirement for all who submit a Qualification Statement on March 18th?

Response – A cost proposal shall not be included in the Qualification Statement. Per Section 1.7 B.c. Qualifications Statement “Contains no bid amount information”. Per Section 1.7 B.10, the evaluation team of the Owner will negotiate a contract with the best qualified Proposer for services at compensation which the evaluation team and Owner determines to be fair and reasonable.

Question - For the cost proposal, do we use the "PRO FORMA TASK ORDER AGREEMENT" form on page 10 of the RFQ?

Response – The PRO FORMA TASK ORDER AGREEMENT is the Standard University Contract that the consultant will sign once awarded. Formatting of the cost proposal is up to the consultant. It should be presented as a work plan that shows schedule, phasing, staff, hourly rates and fees. Please note no cost data should be included in the initial response (i.e., the Qualifications Statement).

Question - Can you please clarify the submission requirements for this proposal? Section 1.4.4 requests a flash drive via email – can you confirm that email submission of the PDF file is sufficient? Or do you require both an email submission and a USB/flash drive delivered to your office?

Response – Email submission of the PDF is sufficient.

Question - Under Section 2.3, “The Initial Project” is described as the development of student housing, parking, and retail, along with an indoor baseball training facility. Can you provide additional context for how the training facility fits into the larger project concept, and how it is currently contemplated in the RFP/RFQ?

Response – The “Initial Project” would be to develop a student housing, parking and retail development and an indoor baseball training facility with bleachers/porches behind the right field wall. From an operational standpoint, the housing and parking components will operate separately from the baseball facility. However, due to the proximity the structures should complement each other, and the parking could be used for game day parking. Different ownership options will be considered for the housing development versus the indoor baseball training facility.

Question - The Scope of Services includes the development of a comprehensive “RFP/RFQ.” Can you clarify whether the University anticipates a multi-step procurement process or if this is contemplated as a single document?

Response – For the “Initial Project,” we plan to issue a single document the form of an RFP. The RFP will likely include two phases – an evaluation of qualifications and then a request for a more detailed submittal that would include cost information. Future projects will be evaluated on a case-by-case basis.

Comment - Note – Section 1.2.C.4 says that an SBC Number for the project must be referenced in all communications, but B&D was not able to find this number in the document. I hope this will be alright.

Response – Going forward, this RFQ will be identified as RFQ2021-02-01. An SBC Number will not be assigned so please use RFQ2021-02-01 wherever SBC Number is referenced..

Question - RFQ Section 1.4 states “Each proposer must submit the Qualifications Statement in a single digital file copy in a searchable PDF format on a flash drive, not password protected...The proposer must submit the Qualifications Statement via email to [afoste17@tennessee.edu](mailto:afoste17@tennessee.edu) on or before 5:00 pm Eastern on March 18, 2022.” Please clarify whether it is sufficient to submit the Qualifications Statement via email only, or if both an email and flash drive submission must be provided. If the latter, please provide a mailing address for the flash drive submission.

Response – Email submission of the PDF is sufficient.

Question - Please confirm if information provided in appendices, including full resumes, will be counted toward the 50 page limit.

Response – Yes. Information provided in appendices, including full resumes, will be counted toward the 50 page limit.

Question - Please clarify if Section 2.2, B.3 is intended to be a summary description of the services undertaken in the three example projects or a sample work product.

Response – A sample work product is requested. We understand that some data may need to be retracted due to confidentiality reasons.

Question - Please provide the SBC number for this RFQ.

Response – Going forward, this RFQ will be identified as RFQ2021-02-01. An SBC Number will not be assigned.

Question - Please confirm whether UT would prefer the Qualifications Submission submitted as a flash drive or via email ([afoste17@tennessee.edu](mailto:afoste17@tennessee.edu))?

If UT would prefer the flash drive method, please provide the address to which it should be mailed.

Response – Email submission of the PDF is sufficient.

Question – Section 1.6 PRO FORMA TASK ORDER AGREEMENT Sub-Section B – PAYMENT TERMS AND CONDITIONS.

- This language appears to suggest that there is only one methodology for payment contemplated under this contract, specifically a not-to-exceed with monthly submissions of hours and hourly rates.
- Is UT able to accept any of the following alternative payment structures, including:
  - Fixed fees with invoices based upon agreed upon project milestones
  - Monthly retainers
  - Commissions

If UT is unwilling to accept any alternative payment structures, we respectfully request the right to further negotiate Section 1.6; Subsection B of the agreement.

Response – Our strongly preferred method of payment is the not-to-exceed with monthly submissions of hours and rates. We will consider other terms on a task-by-task basis.

Question - Section 1.6 PRO FORMA TASK ORDER AGREEMENT Sub-Section B – STANDARD TERMS AND CONDITIONS.

- We request the following revisions to subsection D.4:
  - Line 2: delete “immediately”
  - Line 3: insert “following a ten (10) day opportunity to cure” after “completed services”

Response - This change will be made to the agreement.

Question - Section 1.6 PRO FORMA TASK ORDER AGREEMENT Sub-Section B – STANDARD TERMS AND CONDITIONS.

- We request the following revision with respect to mutual consequential damages:
  - Please add the following to the end of Agreement section D.12:  
“Except for cases of gross negligence or willful misconduct, neither party shall be liable, under any circumstances for any anticipatory or lost profit, special, consequential, punitive, exemplary, incidental or indirect damages of any kind (collectively “non-direct damages”) resulting from its performance or non-performance of its obligations under the Agreement even if such non-direct damages are attributed to breach of the contract, tort or negligence or otherwise caused; such party has been advised of the possibility of such non-direct damages; or under applicable law, any such non-direct damages are considered direct damages.”

Response - The agreement will not be modified as requested above.

Question - Section 2.3 PROJECT NARRATIVE AND DOCUMENTATION Sub-Section III | Target Schedule

- The RFP states, “The scope of services is targeted for completion within six months of contract execution (including approvals in II.G.6 above).”
- There is no Section II.G.6.
- Could UT please clarify what scope of services must be completed within the six (6) months of contract execution?

In our experience, six (6) months is not sufficient for a development partner solicitation process (i.e. from RFQ to RFP to Final Negotiations). May Respondents propose alternative timelines?

Response – Delete reference to II.G.6. This timeline is in reference to the Initial Project as outlined in Section II.A. Yes, respondents may alter the timeframe based on prior experience.