



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES, MEGASITE AUTHORITY OF WEST
TENNESSEE

**REQUEST FOR PROPOSALS # 32122-2024-001
AMENDMENT # 2
FOR Potable Water Treatment Plant (WTP),
Wastewater (WWTP) Management, Force Main &
Pump Station, Operation, and Maintenance Services
for the Megasite Authority of West Tennessee**

DATE: FEBRUARY 23, 2024

RFP # 32122-2024-001 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		January 23, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	January 26, 2024
3. Mandatory Pre-response Conference	9:00 a.m.	January 31, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 2, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 8, 2024
6. State Response to Written "Questions & Comments"		February 23, 2024
7. Written "Questions & Comments" Deadline – ROUND 2	2:00 p.m.	March 1, 2024
8. State Response to Written "Questions & Comments" – ROUND 2		March 8, 2024
9. Response Deadline	2:00 p.m.	March 22, 2024
10. State Completion of Technical Response Evaluations (Sections B. and C., RFP Attachment 6.2)		April 5, 2024
11. State Schedules Oral Presentations		April 8, 2024
12. Respondent Oral Presentations		April 16, 2024, through April 17, 2024
13. State Completion of Technical Response Evaluations (Section D., RFP Attachment 6.2.)		April 18, 2024
14. State Opening & Scoring of Cost Proposals	2:00 p.m.	April 19, 2024
15. Negotiations		April 22, 2024, through April 24, 2024

16. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	April 25, 2024
17. End of Open File Period		May 2, 2024
18. State sends contract to Contractor for signature		May 6, 2024
19. Contractor Signature Deadline	2:00 p.m.	May 13, 2024
20. Performance Bond Deadline	4:30 p.m.	May 13, 2024

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
RFP Attachment 6.2. — Section A	21	1 If a respondent fails or simply fails to provide any statements or documentation in Section A – Mandatory Requirement Items (A-1 through A-11) will the respondent still be considered, or will they be disqualified?	Please reference RFP section 5.2.1.2. and RFP Attachment 6.2. – Section A.
RFP Attachment 6.6. — Proforma Contract, item D.18.	50	2 In Section D.18 of the Pro Forma Contract, will the State agree to change the Contractor's Limitation of Liability from "two (2) times the Maximum Liability amount detailed in Section C.1." to "twelve (12) times the then current Monthly Fee detailed in Section C.3."?	The State is amenable to negotiating an appropriate limitation of liability in compliance with Tenn. Code Ann. § 12-3-701. NOTE: Any request for alternative or supplemental contract language should be included in the Respondent's response to RFP ATTACHMENT 6.2. — SECTION B - Item B.19. for consideration under RFP Section 5.3.4.
RFP Attachment 6.6. — Proforma Contract, item D.17.	50	3 In Section D.17 of the Pro Forma Contract, will the State agree to delete the following language: "In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise." and insert the following language in lieu thereof: "NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER	The State is amenable to negotiating an appropriate limitation of liability in compliance with Tenn. Code Ann. § 12-3-701, considering the Contractor's obligations to tenants (Ford) under the Contract. NOTE: Any request for alternative or supplemental contract language should be included in the Respondent's response to RFP ATTACHMENT 6.2. — SECTION B - Item B.19. for consideration under RFP Section 5.3.4.

		INDIRECT DAMAGES REGARDLESS OF WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING THE SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY OF ANY PROTECTED INDIVIDUAL OR ENTITY), INDEMNITY, STATUTE OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THESE TERMS ARE WAIVED.”?	
RFP Attachment 6.6. — Proforma Contract, item D.19.	50	4 With regard to Section D.19. of the Pro Forma Contract, will the State agree to add the following provision: “To the fullest extent permitted by law, the State shall indemnify, defend and hold harmless the Contractor and its directors, officers, employees, agents and representatives, from and against any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the Contractor, by any party which arises from the negligence or intentional misconduct of State.”?	No. This request conflicts with Tenn. Code Ann. § 12-3-515.
RFP Attachment 6.6. — Proforma Contract, item D.32.	52	5 In Section D.32. of the Pro Forma Contract, will the State agree to revise the second sentence of the first paragraph to provide: “The State reserves the right to reasonably amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract, and the State agrees to reimburse the Contractor for any associated additional premiums.”	No. State will not agree to reimburse Contractor for its cost of any associated premiums.
RFP Attachment 6.6. — Proforma Contract, item D.32.	52	6 In Section D.32. of the Pro Forma Contract, will the State agree to delete the word “names” in the seventh sentence of the first paragraph, and insert the word “includes” in lieu thereof?	Yes. The State has no objection to replacing the word “names” with “includes.” NOTE: Any request for alternative or supplemental contract language should be included in the Respondent’s response to RFP ATTACHMENT 6.2. — SECTION B - Item B.19. for consideration under RFP Section 5.3.4.

RFP Attachment 6.6. — Proforma Contract, item D.32.	52	7	In Section D.32. of the Pro Forma Contract, first sentence, second paragraph, will the State agree to the deletion of the words “or exceeding”?	Yes. The State has no objection to the deletion of the words “or exceeding.” NOTE: Any request for alternative or supplemental contract language should be included in the Respondent’s response to RFP ATTACHMENT 6.2. — SECTION B - Item B.19. for consideration under RFP Section 5.3.4.
RFP Attachment 6.6. — Proforma Contract, item D.32.	52	8	In Section D.32. of the Pro Forma Contract, will the State agree to the deletion of the following sentence: “If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Contractor 11-09-23 FA 14 shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area.”?	Yes. The State has no objection to the removal of the requirement to provide a copy of the Contractor’s umbrella coverage. NOTE: Any request for alternative or supplemental contract language should be included in the Respondent’s response to RFP ATTACHMENT 6.2. — SECTION B - Item B.19. for consideration under RFP Section 5.3.4.
RFP Attachment 6.6. — Proforma Contract, item D.32.	52	9	In Section D.32. of the Pro Forma Contract, will the State agree to revise the third paragraph, last sentence, as follow: “In the event of a claim or lawsuit naming the State, the Contractor agrees to allow the State to view a copy of all applicable insurance policies, including any policy amendments and endorsements at a Contractor owned facility designated by the Contractor and under the supervision of Contractor’s representative(s).”?	Yes. The State has no objection to the revised language regarding the process by which Contractor will permit the State to view Contractor’s insurance policies, including any policy amendments and endorsements. NOTE: Any request for alternative or supplemental contract language should be included in the Respondent’s response to RFP ATTACHMENT 6.2. — SECTION B - Item B.19. for consideration under RFP Section 5.3.4.
RFP Attachment 6.6. — Proforma Contract, item D.32.	52	10	In Section D.32. of the Pro Forma Contract, will the State agree to the deletion of the following two sentences: “The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State.”?	No. The State will not agree to delete the two sentences referenced. State, however, will agree to modify the first sentence to read “(1) all insurance coverages and policy limits required by this Contract and carried by the Contractor . . .”
RFP Attachment 6.6. — Proforma Contract, item D.32.	52	11	In Section D.32. of the Pro Forma Contract, will the State agree to the deletion of the words “not less than” appearing in (i) subsection (a)(1) second paragraph; (ii) subsection (b)(1)(i); (iii) subsection (c)(2); and (d)(1)?	Yes. The State has no objection to the removal of the words “not less than” from the Contract. NOTE: NOTE: Any request for alternative or supplemental contract language should be included in the Respondent’s response to RFP ATTACHMENT 6.2. — SECTION B - Item B.19. for consideration under RFP Section 5.3.4.

RFP Attachment 6.6. — Proforma Contract, item D.5.	47	12	Will the State agree to the deletion of Section D.5 of the Pro Forma Contract (Termination for Convenience)?	The State is amenable to negotiating an appropriate termination for convenience provision that allows for an appropriate termination period that will mitigate any harm to the Contractor in performing the Contract up to the date of termination. NOTE: Any request for alternative or supplemental contract language should be included in the Respondent's response to RFP ATTACHMENT 6.2. — SECTION B - Item B.19. for consideration under RFP Section 5.3.4.
RFP Attachment 6.6. — Proforma Contract		13	Will the State agree to incorporating a flow and load adjustment mechanism into the Pro Forma Contract?	See answer to question #29 and new additions below as Amendment items 4, 7, and 10.
RFP Attachment 6.6. — Proforma Contract		14	Will the State agree to incorporate into the Pro Forma Contract a provision for construction to operations transition services?	Please reference RFP Attachment 6.6. Pro Forma Contract, Section A.5.
		15	Will the State accept a Proposal that is qualified by alternate contract terms and conditions?	No. A response that contains a qualified proposal would conflict with the State's procurement policies and procedures. Any request, however, for alternative or supplemental contract language is allowed and should be included in the Respondent's response to RFP ATTACHMENT 6.2. — SECTION B - Item B.19. for consideration under RFP Section 5.3.4.
		16	What are the projected flow/loadings for the treatment plant?	Assume designed plant capacity.
		17	Capital is not defined as a dollar value but as an extension of life. Can the State define capital project value/limits and the types of projects that will be considered as a capital project?	Capital improvements will be treated as pass-through costs. Reference Pro Forma Contract, Section A.19.b.
		18	As the software registration and FCC licenses will be in the State's name, and remain the property of the State, will the State continue to be responsible for the costs associated with software and radio licensing?	Yes.
		19	Who is responsible for providing telephone service, including service for the auto dialers? If the Contractor is responsible, please provide how many lines would be used for this service.	The SCADA system will be used. Two fiber connections are provided.
		20	Who is responsible for providing internet service to the facilities?	The State is providing the service.
		21	Since the State is the permit holder for the Water, Wastewater, and Stormwater Permits, will the State	These are construction permits and will be paid through the Capital Project until terminated.

		continue to pay those fees or is that the responsibility of the Contractor?	
RFP Attachment 6.6. — Proforma Contract, item A.16. & Attachment B	43	22 Attachment B, states that the “Contractor shall provide the Laboratory Equipment and Supplies listed” but, “Item A.16. states that The Contractor shall be responsible for all necessary lab equipment not provided by the State. The State shall provide the list of lab equipment detailed in Attachment B.” Please clarify who is responsible for providing the laboratory equipment listed?	The Construction Project Contractor (Brasfield & Gorrie) will provide the laboratory equipment listed.
RFP Attachment 6.6. — Proforma Contract, Attachment B	59	23 Attachment B, states that the Contractor is responsible for Furniture, Cabinets, Sinks, and Accessories, please clarify who is responsible for providing the Casework that is listed?	The Construction Project Contractor (Brasfield & Gorrie) will provide the casework listed.
RFP Attachment 6.6. — Proforma Contract, item A.19.	43	24 Item A.19 of the Pro Forma Contract includes the current pass-through costs that shall be reimbursed by the State. During the pre-bid meeting the State stated that there were more items that were included as pass-through costs than what was listed. Please clarify each of the following as pass-through costs: a. Maintenance & Repair (M&R) b. Generator diesel fuel c. Outside laboratory testing d. Laboratory supplies e. Grit, screenings, & solid waste	Items a through e are to be considered as pass through costs. Outside laboratory testing will be a pass-through but should only include test that cannot be accomplished onsite with your personnel and equipment supplied. Daily process and permit testing should be included in the operations cost. Please see Amendment Items 6, 8 and 9 below for applicable revisions to the Pro Forma contract.
		25 During the pre-bid meeting a question was asked about how repairs to the distribution, collection system and force main would be handled. The response was that the Contractor would be responsible for coordinating those repairs and the State would be responsible for hiring and paying those costs directly. Would the State confirm that this is correct?	The operator is responsible for coordinating the repairs. Any repair costs will be a pass-through cost.
		26 The AWWA standard is that the water towers be cleaned every 5 years, at the pre-bid meeting it was indicated that the Contractor would be responsible to coordinate the cleaning and the State would be responsible for hiring and paying those costs directly. Would the State confirm that this is correct?	The operator is responsible for coordinating the required inspections and cleaning. Any associated costs will be pass-through costs.

		27 Who will be responsible for repairs beyond the one year "Builder Warranty Period" if failure is related to poor design or faulty installation of equipment by contractors?	The operator is responsible to ensure that the system remains in good working condition. Such repairs would be treated as a pass-through cost.
		28 How is access granted for repairs to force main - air release stations on private property and who is responsible for repairs or reimbursement to landowner if access is needed?	Easements are established and documentation will be provided. If repairs to the landowner's property is required and due care was demonstrated by the operator it will be treated as a pass-through cost.
		29 Who will be responsible for repairs expenses and coordinating repairs to all aspects of the project if "natural disaster/act of God" sink hole, lightning strike, etc. occurs; RFP states that contractor is responsible for downtime with tenants (Ford) are there fines/reimbursement responsibilities to tenant?	The State owns the property. If the property is damaged through no fault of the Contractor, the State would be responsible for repairs. The Contractor would be proportionally responsible to the extent the Contractor caused the damage through its acts or omissions. Please also see new additions below as Amendment items 4, 7, and 10.
		30 Will specifics on air release stations coordinates and other asset GIS coordinates be provided?	As built drawings will be provided along with documentation on all installed equipment, to include manufacturers warranties.
		31 Will the State provide a list of landowners and contact information regarding easement access?	Yes, upon Contract execution.
		32 Will all long-term maintenance on structural items be maintained by Authority as a 'Pass-through account'? (responsible for repairs to the well pumps, water mains, water towers, clear wells, lift stations, including the required clean out of clear well and water towers?)	Yes.
		33 Who will be responsible for the nutrients needed at biological ramp-up of the WWTP and if nutrients need to be added thereafter, which party will be responsible?	The Operator is responsible for the nutrients needed at ramp-up and thereafter. These nutrients are deemed to be a "chemical" and considered a pass-through cost.
		34 Are there are enforcement protections during the startup period until there is sufficient sustained loading adequate for biological treatment? If the estimated pollutant loadings are not accurate and are not adequate for biological treatment, what is the contingency plan for managing seeding and re-seeding the plant? Which entity bears the cost of these activities?	Yes. The Operator is responsible for monitoring the system. However, during start up the Designer of Record will be available to assist in the stabilization of the plant. Again, this is a pass-through cost.

		35 If tenants process changes or permit changes due to design; how will this be addressed, who will be responsible or liable; is this a negotiable item? Change in design, change in demand = change in process controls?	To the extent these changes are material and place increased burdens on the Contractor that were not contemplated at the start of the Contract, then the State would be willing to consider giving the Contractor a Change Order to mitigate any financial harm to the Contractor due to these changes. The plant is designed with a lot of flexibility for changing of conditions, it will be the operating contractor's responsibility to utilize the plant to meet the permit in all conditions.
		36 Generator information, generator maintenance expense, fuel testing, load testing; will this be a part of regular operations?	Yes, this will be the responsibility of the Operator to ensure each Generator is properly maintained. Additionally, service contract will be required to be executed and cost will be pass through.
		37 Will all repairs to collection and distribution system be a part of O&M contract; to include street, curb and gutter repairs?	Yes
		38 When will the pre-treatment program information be available/finalized?	TBD, it is in final stages.
		39 As new industrial users tie into the system, will the contract be amended to cover the increased cost regarding pre-treatment programs?	Yes.
		40 Whom will be responsible for taking enforcement action and ensuring that the legal authority approved by TDEC clearly establishes who takes enforcement. The definition of Pretreatment Coordinator is the administration entity representing the Authority (acting as the Control Authority) in all matters related to the administration, implementation, and enforcement of the Pretreatment Program of the Authority as approved by TDEC. Which entity is granted the legal authority to take enforcement action by the Megasite Pretreatment Program?	The Megasite Authority of West Tennessee.
		41 Can a proposal include the use of subcontractors under the burden of the Respondent and not as a pass-through cost to the State? If so, would the subcontractor need to be identified during the Technical and General portion of the proposal process?	Please reference RFP Attachment 6.2. – Section B, Item B.14. and RFP Attachment 6.6. Pro Forma Contract, section D.7. Assignment and Subcontracting.

3. Delete RFP section 1.1.2. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- 1.1.2. The Contractor that is awarded a contract will operate and maintain a 7.0 MGD non-community and non-transient potable water system per American Water Works Association ("AWWA") Standards and a 5.1 MGD wastewater System, which includes a 37.5-mile force main and intermediate pump station for a potential term of ten years. Additionally, the Contractor shall serve as the pre-treatment coordinator for the approved Pre-Treatment Program as this term is defined in the *Pro Forma* Contract.

4. Delete RFP section 4.11. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

4.11. Contract Amendment

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be equitably compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services (including, without limitation, any equipment costs) based on the compensable units included in the Contractor's response to this RFP. Except as provided in Section A.21. of this Contract, if the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

Notwithstanding the above, *pro forma* Contract section A.21. provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

5. Delete RFP section 5.3.4. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- 5.3.4 Subject to agreement on the exceptions permitted by RFP Attachment 6.2 – B.19., the Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., Pro Forma Contract except as modified by any mutually agreed to exceptions permitted by RFP Attachment 6.2 – B.19. The Respondent must sign the Contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

6. Delete RFP section Attachment 6.6. Pro Forma Contract, section A.19. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.19. The following items shall pass-through costs that shall be reimbursed by the State:

- a. Chemicals used in treatment at the PWP or WWTP along with the cost of sludge removal at the WWTP and chemicals used not on the provided list below and approved by the State in writing. Chemicals used at both the PWP or the WWTP and project sludge removal frequency are identified as below as part of normal operations:

PWP

1. Sodium Hydroxide with a concentration level of 50%.
2. Sodium Hypochlorite with a concentration level of 12.5%.
3. Phosphate (Aqua Mag) with a concentration level of 1%.

WWTP

1. Sodium Hypochlorite with a concentration level of 12.5%.
 2. Sodium Thiosulfate with a concentration level of 30%.
 3. The State estimates that the Contractor will dispose of approximately 2,000 lb/day of sludge. The Contractor should anticipate that sludge production will fluctuate through the year based on the strength of flow and seasonal changes. The Contractor should further assume that a roll-off container holds 10,000-12,000lb there would be about one container sent to the landfill per week.
 4. **Food for bacteria process.**
- b. Major expenditures that enhance fixed assets and equipment replacement; any capital improvement that is a structural change, refurbishment or restoration of property or equipment, or prolongs the useful life of an asset.
- c. **Generator maintenance expense in the form of a service contract that includes, fuel for normal operations, fuel testing, and load testing will be part of regular operations and will be the responsibility of the Operator.**

7. Add the following as RFP section Attachment 6.6. Pro Forma Contract, section A.21. and renumber any subsequent sections as necessary:

A.21. Change Orders. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope (each of which is a "Change Order") that are necessary but were inadvertently unspecified in this Contract or arise due to a change in operating circumstances.

- a. Change Order Creation—After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written Change Order proposal for completing the service. Contractor's proposal must specify:
- (1) the effect, if any, of implementing the Change Order on all other goods or services required under this Contract;
 - (2) the specific deliverables involved in completing the Change Order;
 - (3) the expected schedule for completing the Change Order; and
 - (4) the maximum cost for the Change Order with a detailed line-item of all costs including but not limited to the number of person hours required and appropriate payment rate for each proposed person, specific equipment rental rates, and bill of materials.

The Contractor shall not perform any additional service until the State has approved the Change Order proposal.

- b. Change Order Review and Approval by the State—The State will review the Change Order proposal to ensure that it meets the State's needs and to determine that the proposed cost is fair and reasonable. If necessary, the State may request revisions to the Change Order proposal. If approved, an Authorized Representative of the State will sign the Change Order proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

The named Authorized Representatives are listed below. The State may assign other Authorized Representatives to approve a Change Order under this Contract. Any changes to State's Authorized Representatives shall be communicated to the Contractor in writing in accordance with Contract Section D.2.

1. **State Name and Title – To be named upon Contract execution.**

Address

Email

Phone

2. **State Name and Title – To be named upon Contract execution.**

Address

Email

Phone

- c. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of Change Order and, upon such determination, shall provide the Contractor written approval.
- d. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

8. **Delete RFP section Attachment 6.6. Pro Forma Contract, section C.3.c. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

- c. All materials and expenses, set forth in A.19, but excluding those listed in Section C.3.e., incurred by the Contractor that are reasonable and necessary to fulfill the Contractor's obligations under this Contract shall be charged to the State at cost (inclusive of shipping, freight, and taxes, if applicable) plus fifteen percent (15%). Items included in the monthly fees are not allowed cost plus mark up.

9. **Add the following as RFP section Attachment 6.6. Pro Forma Contract, section C.3.e.5. and renumber any subsequent sections as necessary:**

5. Maintenance and repair costs include the total cost of maintenance and repair expenditures, including but not limited to, repair parts, maintenance equipment, supplies, outside maintenance services, oil and grease packing maintenance, and equipment rental. Contractor's on-site labor shall not be included.

10. **Add the following as RFP section Attachment 6.6. Pro Forma Contract, section C.3.f. and renumber any subsequent sections as necessary:**

- f. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.21., without a formal amendment of this Contract as agreed pursuant to Section A.21., PROVIDED THAT compensation to the Contractor for all approved Change Orders shall not exceed \$NUMBER which is seven percent (7 %) of the Maximum Liability

amount set forth in Section C.1. and does not include compensation for travel time to the primary location of the service provision. If, at any point during the Term, the State determines that the cost of a proposed Change Order would exceed the \$NUMBER available for all approved Change Orders, the State may amend this Contract to address the need.

11. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.