ADDENDUM

Addendum Number:	01	Dated:	2/21/2024
Solicitation Number:	1111793		
Solicitation Title:	Request for Qualifications for Outside Counsel Legal Services for the Northeast Texas Trails Feasibility Study		
Due Date/Deadline:	2/27/2024 at 2:00 PM		
Contract Manager:	Lyndsi Sandoval, CTCD, CTCM		

PURPOSE OF ADDENDUM: Clarify insurance requirements and provide responses to questions received.

Except as provided herein, all terms and conditions of the document referenced herein, remain unchanged and in full force and effect. The following are official revisions, specifications and/or clarifications to this solicitation. This Addendum shall be attached to and form a part of the referenced solicitation document and any resulting awarded contract and must be considered in your response.

Respondents are advised to check for updates, addenda issuance, and proposal opening date changes through the Comptroller's website under *Electronic State Business Daily (ESBD)* at http://www.txsmartbuy.com/sp

CLARIFICATIONS

Section 1, Subsection 11.1 is deleted in its entirety replaced with the following language as noted below:

~~11.1   Firm shall procure, carry and maintain during the entire period of their performance under this contract the insurance in the types and amounts as required in Attachment 3, Owner's Insurance Requirements. Firm shall furnish certificates of insurance including corresponding policy endorsements, and make available at no cost to TPWD, copies of declaration pages as evidence thereof, if requested.~~

11.1   Outside Counsel shall certify that it presently maintains malpractice insurance in an amount not less than the total contract value. Outside Counsel shall maintain at least this amount of insurance coverage during the contract term. Further, Outside Counsel shall give written notice to TPWD and to the OAG in the event any amount of malpractice insurance is canceled. Outside Counsel is required to furnish to TPWD or the OAG certified copies of such insurance policies when requested. Outside Counsel agrees that no claim by TPWD and the State of Texas for damages resulting from breach of Outside Counsel's duties to TPWD under any contract awarded under this RFQ shall be limited to the amount of malpractice insurance maintained by Outside Counsel.

Section 1, Subsection 11.2 is deleted in its entirety.

~~11.2   TPWD, its officials, directors, employees, representatives, and volunteers shall be added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under this contract. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies. The required coverage is to be with companies licensed in the state of Texas, with an "A" rating from A.M. Best, and authorized to provide the corresponding coverage.~~

Section 1, Subsection 11.3 is revised to replace Subsection 11.2.

~~11.3~~
11.2   Prior to the commencement of service and not later than ten (10) days following Notice of Selection, the Firm shall furnish to TPWD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect. The certificate of insurance shall be emailed to: lyndsi.sandoval@tpwd.texas.gov.

Attachment 3 – Insurance Requirements is deleted in its entirety.

<u>QUESTIONS AND ANSWERS</u>

Q1: Our law firm does not carry all the insurance types identified in the RFQ. Will our proposal be considered non-responsive if those coverages are not in place?

A1: No, your response will not be considered non-responsive. Insurance requirements have been revised above.

Respondents are to acknowledge receipt of this Addendum. Return a signed copy of this notice with your response submission.

I acknowledge receipt of this addendum.

_____
Respondent Company Name

_____   _____
Respondent's Authorized Signature   Date