



STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT & CONSERVATION

**REQUEST FOR QUALIFICATIONS # 32701-04619  
AMENDMENT # 1  
FOR ENVIRONMENTAL AND CONSERVATION  
SERVICES**

DATE: 1/13/2023

RFQ # 32701-04619 IS AMENDED AS FOLLOWS:

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		12/13/2022
2.	Disability Accommodation Request Deadline	2:00 p.m.	12/16/2022
3.	Pre-Response Conference	1:00 p.m.	12/20/2022
4.	Notice of Intent to Respond Deadline	2:00 p.m.	12/23/2022
5.	Written "Questions & Comments" Deadline	2:00 p.m.	01/06/2023
6.	State response to written "Questions & Comments"		01/17/2023
7.	RFQ Technical Response Deadline	2:00 p.m.	01/27/2023
8.	State Notice of Qualified Respondent(s) Released	2:00 p.m.	02/03/2023
9.	RFQ Negotiations (if applicable)		02/08/2023
10.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		02/10/2023
11.	End of Open File Period		02/17/2023
12.	State sends contract to Contractor for signature		02/20/2023
13.	Contractor Signature Deadline	2:00 p.m.	03/06/2023

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

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

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
2	4	1. Will there be consideration for moving the submittal date and providing an extension for the RFQ#32701-04619?	Yes, the submittal date has been extended to January 27, 2023.
3.1.4	5	2. It is understood from the Pre-Response meeting that the separate cost proposal will not be due until the negotiation	Cost proposals will be issued to the list of qualified respondents on 2/3/2023. Cost proposals will be due back to the State by close of business on 2/7/2023.

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>period. Based on the timetable in the RFQ schedule of events, the State will release it's notice of qualified Consultant(s) on 2/03/2023 and the negotiation Period will end on 2/08/2023 with intent to award to the selected consultant issued on 2/10/2023. On what date, will the cost proposal be due?</p>	
3.3.2.1	6	<p>3. For clarity, please confirm that the submittal is to include:</p> <ul style="list-style-type: none"> <li>-One (1) printed copy of the Technical Response</li> <li>-Sealed customer responses to questionnaires</li> <li>-Five (5) PDF flash drives with digital PDF copies of the Technical Response.</li> </ul>	Yes, the submittal is to include all items listed in section 3.3.2.1.
Pro Forma Section D.18	47	<p>4. Professional services contracts typically have an overall limit of liability proportionate to the value of the contract. As currently written, Contractor's limit of liability would be \$160M based on the maximum contract liability listed in Section C.1. Would the State consider reducing the limit of liability for this contract during the negotiation stage?</p> <p>Review of Tenn. Code Ann. § 12-3-701 A(3) indicates "The chief procurement officer may authorize a limitation of liability amount of less than two (2) times the maximum liability, estimated liability, or maximum revenue of a contract if the chief procurement officer determines that the limitation of liability amount is necessary to prevent harm to the state from failing to obtain the goods or services sought or from obtaining the goods or services at a higher price."</p>	Section D.18 of the Pro Forma Contract is amended to replace the language "an amount equal to two (2) times the Maximum Liability" to "an amount equal to the Maximum Liability"
Pro Forma Section D.19	47	<p>5. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or <b>to the extent</b> damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it</p>	No.

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract. <b>Contractor and State of Tennessee waive any claim against each other for consequential, indirect, special or punitive damages, other than related to Contractor's indemnity obligations for third party claims for personal injury and property damage.</b></p> <p>Professional services contracts typically limit indemnification obligations to the proportionate extent of fault and mutual waiver of consequential damages. Would the State consider inserting the language suggested in bold above or some other mutually acceptable language during the negotiation phase? This language includes these items, but does not apply to the Contractor's indemnification obligations under the agreement for third party claims for personal injury or property damage, which would remain unlimited to protect the State of Tennessee.</p>	
Pro Forma Section C.3.b.1	40-41	<p>6. The table provided lists the States Standard Job Classifications arranged with "Principal-in-Charge" at top and "Clerical" at bottom suggesting that hourly rates should decrease with each classification as you go down the list. Is this order required or will it be permissible during the cost negotiation phase for the selected contractor to re-arrange the order of these classifications? For example could the contractor propose a higher rate for a position such as "Senior Engineer" than for "Project Manager" even though the "Senior Engineer" Category is higher on the list provided in the Pro Forma Contract.</p>	It is acceptable for the hourly rates listed not to be in any sort of cost order (ascending, descending, etc.).
		<p>7. Will the selected contractor be required to accept all work assignments requested by the State under this contract?</p>	Yes, but subcontracting is allowed as outlined in the RFQ.
		<p>8. We have been tracking distribution of Federal funds to address Acid Mine Drainage and Abandoned Mine Lands. We see that the current RFQ does include some brownfields</p>	Yes, the Environmental Services Contract will be the primary vehicle through which federal grant money issued to TDEC, including brownfield and Abandoned Mine Land grants, will be dispersed.

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>work and some work at Abandoned Mine Lands sites. Is it Tennessee's expectation that Federal funding received for these items will be dispersed through this contract?</p>	
		<p>9. Through attendance at the Pre-Response conference and careful reading of the RFQ, we believe that we have a solid understanding of Tennessee's needs and priorities for this contract. However, since Tennessee plans to respond to contractor questions on 1/13, with a final submittal due by 1/20, will there be any opportunity for an extension since the State of Tennessee's responses could require some alteration to response approach?</p>	<p>Yes, please see response to Question No 1.</p>
		<p>10. Federal funding, as economic stimulus, seems to be currently in vogue. If additional funding becomes available to Tennessee to support needs of this contract, would Tennessee consider making multiple awards or increasing the contract ceiling?</p>	<p>If additional funding becomes available to TDEC above what is currently estimated in the RFQ (regardless of the source of funding), TDEC may consider increasing the Contract Maximum Liability amount through a contract amendment. Multiple contract awards are not currently being considered.</p>
<p>Attachment B B.13</p>	<p>18</p>	<p>11. Please clarify if the requested number of hours that each individual will devote to the required tasks is for each week, month, year, or life of contract period.</p>	<p>The intent is for the life of the contract.</p>
<p>Attachment B B.15.c.i</p>	<p>19</p>	<p>12. Is the estimated participation for each calendar year or the life of the contract period?</p>	<p>The intent is for the life of the contract.</p>
<p>5.2</p>	<p>12</p>	<p>13. Section 5.2 indicates that "three respondents with the highest technical scores will be in the competitive range." Is it the State's intent to request Cost Proposals from the three highest technical scores and open the highest evaluated respondent as referenced in Section 5.3?</p>	<p>Yes, that is correct.</p>
<p>Attachment B</p>	<p>20</p>	<p>14. At the Pre-Response Conference the State a supplement would be issued "Section B – General Qualifications &amp; Experience Items" that would be Item Ref B.18. Will the State issue an addendum for Attachment B</p>	<p>The State had decided to leave Section B unchanged and will not be adding an additional section for the reference questionnaires.</p>

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		that includes this referenced scope item?	
Pro Forma Section A.4.(y)	38	15. The Pro Forma Contract includes duplications under Section A.4 (y) – Technical Assistance. Specifically, items v, vi, vii and ix, x, xi are duplicates of items ii, iii and iv. Please confirm that these items are duplicates and no additional scope items were intended to be included in (y) Technical Assistance.	These are duplicates and not additional scope items. Our apologies for not removing these duplicates during final editing.  [Section A.4(y) of the Pro Forma Contract is amended to delete items ix, x, and xi, and to renumber the other sections accordingly.]
Pro Forma Section C.3.e.	42	16. The Pro Forma Contract Section C.3 (5) includes reference to c. and e (Page 11). Will the State issue a revised Pro Forma Contract or clarify this section?	Section C.3.e. was a typo and has been removed.
		17. Does the State have specific diversity goals for work performed under this contract?	Although diversity is encouraged, no specific diversity goals are included as part of this contract.
		18. Does the State have page limitations for this RFQ?	There are no page limitations as part of the RFQ.
Section 1.4	3	19. Please confirm the Definitions and Abbreviations in Section 1.4 (Page 2):  ESA - does not include Endangered Species Act  PIPP – define	As shown on Page 3, ESA can stand for either Environmental Site Assessment or Endangered Species Act, depending on context. PIPP stands for Pollution Incident Prevention Plan; the RFQ text should be edited to show this.  [Section 1.4 of the RFQ is amended to add the following definition in the table adjacent to PIPP: Pollution Incident Prevention Plan]
		20. Can the State provide additional details on how potential conflicts of interest will be managed?	TDEC proposes to use subcontracting arrangements to prevent situations where potential conflicts of interest exist. This is most likely to occur where the selected contractor is in a position to either review or implement their own work, although other situations could result in a conflict of interest. Subcontracting has been successfully used under previous contracts to avoid this situation.
		21. Will TDEC accept task-by-task reviews by the consultant before issuance of task orders with notifications to TDEC if a COI arises? Specifically, before issuance of a task order, consultant will vet any potential COIs. If a COI exists, can consultant decline based on discussion with TDEC?	The expectation is that potential COI situations can be managed through subcontracting. This approach has been successfully used under previous contracts.
		22. We have identified terms and conditions in the Pro Forma Contract that are not aligned with industry standards or our insurance program. Will TDEC allow negotiation of the draft terms and conditions presented in the Pro Forma Contract?	No, the language of the Pro Forma Contract is not subject to further negotiation. RFQ Section 4.4 required all requests for amendments to the Pro Forma Contract to be included in the Questions & Comments submitted by potential respondents.

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		23. Will TDEC consider providing an extension for submittal of responses for RFQ#32701-04619?	Yes, please see answer to Question No 1.

3. Delete RFP Section 1.4 in its entirety and insert the following in its place (any sentence of paragraph containing revised or new text is highlighted):

**1.4 Definitions and Abbreviations**

TERM	DEFINITION
ASTM	Originally called the American Society for Testing Materials, ASTM International is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, and services.
BEA	Baseline Environmental Assessment is an evaluation of environmental conditions for a piece of property focusing on the contamination of hazardous substances.
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act, also known as Superfund, provides a Federal "Superfund" to clean up uncontrolled or abandoned hazardous-waste sites as well as accidents, spills, and other emergency releases of pollutants and contaminants into the environment.
CFR	Code of Federal Regulations is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.
ESA	Environmental Site Assessment, Endangered Species Act
NPDES	National Pollutant Discharge Elimination System is a provision of the Clean Water Act that prohibits discharge of pollutants into

	waters of the US unless a special permit is issued.
PIPP	Pollution Incident Prevention Plan
RCRA	Resource Conservation and Recovery Act created the framework for America's hazardous and non-hazardous waste management programs.
TCA	Tennessee Code Annotated – Also abbreviated Tenn. Code. Ann.
TDEC	Tennessee Department of Environment and Conservation
UST	Underground Storage Tank is any tank and its associated piping that is located substantially underground which is used for the storage of hazardous substances.

4. Delete RFP Section 1.1 in its entirety and insert the following in its place (any sentence of paragraph containing revised or new text is highlighted):

**1.1. Statement of Procurement Purpose**

The Contractor shall perform Environmental Services and Conservation Services at various locations statewide. Both types of services will involve and be performed on both State and private properties. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract. "Conservation Services" will generally consist of, but not limited to, data entry, investigation and documenting significant cultural and biological resources, evaluation of potential impacts to sensitive cultural and biological resources, and management of natural habitat and cultural resources. "Environmental Services" will generally consist of, but is not limited to, professional environmental consulting, monitoring, response, investigation, assessment, technical assistance, and remediation services. The Conservation Services and Environmental Services shall be performed as the State may require and in compliance with local, state, and federal laws, regulations, and rules.

It is anticipated that the successful respondent could need to subcontract for certain services required by the contract scope but not part of the respondent's core business. Also, in preparation for any resource capacity issues at times of heavy task load, it is expected that the respondent will have relationships with qualified subcontractors to temporarily, as needed, perform work in the contract scope. To ensure that adequate resources are available to service the needs of the contract, the State encourages respondents to develop teaming arrangements with subcontractors to provide the Environmental Services and Conservation Services referred to in Pro Forma Contract Section A.4.

5. Delete Pro Forma Section D.18 in its entirety and insert the following in its place (any sentence of paragraph containing revised or new text is highlighted):

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal

to the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

**6. Delete Pro Forma Section A.4.y. in its entirety and insert the following in its place (any sentence of paragraph containing revised or new text is highlighted):**

a. Technical Assistance.

- i. Electric Vehicle Charging Infrastructure.
- ii. Review of design and engineering plans/drawings;
- iii. Onsite monitoring of subrecipient projects during and at conclusion of construction or installation to confirm compliance with approved design and engineering specification and electrical codes or standards;
- iv. Assist with determination of subrecipient project compliance with (NEPA requirements, including U.S. Department of Energy or U.S. Department of Transportation environmental questionnaires, and BABA Requirements; Alternative Fuel Vehicle Infrastructure, including propane, natural gas, hydrogen;
- v. Review of design and engineering plans/drawings;
- vi. Onsite monitoring of subrecipient projects during and at conclusion of construction or installation to confirm compliance with approved design and engineering specification and electrical codes or standards;
- vii. Assist with determination of subrecipient project compliance with NEPA requirements (e.g., U.S. Department of Energy or U.S. Department of Transportation environmental questionnaires) and BABA Requirements; Electric transmission and distribution grid;
- viii. Review of proposals pertaining to the prevention of outages and improved resilience of the electric grid against disruptive events;

**7. Delete Pro Forma Section C.3.e in its entirety.**

**8. Delete RFP Attachment C in its entirety and insert the following in its place (any sentence of paragraph containing revised or new text is highlighted):**

**ATTACHMENT C**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

**0 = little value    1 = poor    2 = fair    3 = satisfactory    4 = good    5 = excellent**



The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section scores as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		20	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State's project schedule.		20	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of specified goods or completion of the scope of services, and accomplish required objectives within the State's project schedule.		20	
	C.4.	Please provide a list of the "Location of Offices" referred to in <i>Pro Forma</i> Contract Section A.8. (If these offices are not present at this time, please provide a timeline and plan of acquiring these offices, as well as the location of each office.)		5	
	C.5.	Please provide examples of the quarterly progress reports and bi-weekly work-order expenditure updates that the Proposer would submit to the State (refer to <i>Pro Forma</i> Contract Section A.9.)		10	
	C.6.	Please provide a narrative that discusses the respondents understanding of the Standard Job Classifications in <i>Pro Forma</i> Contract Attachment 3.		5	
	C.7.	Describe the Proposer's plans and capabilities for supporting the State in federal or state litigation relative to natural resource damage (NRD) assessments. In the event the Proposer lacks extensive experience with such claims, the Proposer must maintain an ongoing contractual relationship with a firm that specializes in NRD claims, and the following will be added to the <i>pro forma</i> contract:  <i>"The Contractor must maintain an ongoing contractual relationship demonstrated through past performance with a firm that specializes in natural resource damage (NRD) assessments capable of supporting the State in Federal or State litigation. Expertise and experience should be focused on services to state and/or federal governments with preference to experience in the State of Tennessee. In the event of termination of the contractual relationship of the Contractor with its NRD consultant, the Contractor</i>		20	

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
		<i>shall immediately notify the State and take immediate action to engage another qualified NRD consultant.</i>			
	<b>C.8.</b>	Describe the Respondent’s capabilities and experience to provide Brownfield and Remediation Technical Assistance. Capabilities and experience described should include, but may not be limited to, field, laboratory, and professional services to develop remedial action plans, risk assessments, corrective action plans, and other activities and documents needed to support remediation of soil, surface water, groundwater, and soil vapor. Capabilities and experience providing oversight of remedial action activities should also be included.		<b>20</b>	
	<b>C.9.</b>	Describe the Respondent’s capabilities and experience to provide technical assistance at permitted and unpermitted solid waste facilities. Capabilities and experience described should include, but may not be limited to, surface and subsurface investigations (including groundwater efforts at solid waste facilities), closure design, leachate treatment and management, and solid waste engineering to support closure efforts. Capabilities and experience providing oversight of solid waste closure activities should also be included.		<b>20</b>	
	<b>C.10.</b>	It is anticipated that the successful respondent could need to subcontract for certain services required by the contract scope but not part of the respondent’s core business. Also, in preparation for any resource capacity issues at times of heavy task load, it is expected that the respondent will have relationships with qualified subcontractors to temporarily, as needed, perform work in the contract scope that would ordinarily be staffed by the respondent’s employees. Describe in detail your approach to ensuring that adequate resources will be made available to support the needs of contract, including as appropriate internal resources as well as identifying subcontractors.		<b>40</b>	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			<b>Total Raw Weighted Score:</b> (sum of Raw Weighted Scores above)		
<b>Total Raw Weighted Score</b> <hr/> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>		<b>X 70</b> <i>(maximum possible score)</i>	<b>= SCORE:</b>		
<i>State Use – Evaluator Identification:</i>					

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

9. **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.