



STATE OF TENNESSEE
TRANSPORTATION

**REQUEST FOR QUALIFICATION # 40100-51274
AMENDMENT # 1
FOR ENVIRONMENTAL SERVICES**

DATE: 12/17/2024

RFQ # 40100-51274 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		11/22/2024
2.	Disability Accommodation Request Deadline	2:00 p.m.	11/27/2024
3.	Pre-Response Conference	10:00 a.m.	12/2/2024
4.	Notice of Intent to Respond Deadline	2:00 p.m.	12/4/2024
5.	Written "Questions & Comments" Deadline	2:00 p.m.	12/11/2024
6.	State response to written "Questions & Comments"		12/17/2024
7.	RFQ Response Deadline	2:00 p.m.	1/24/2025
8.	State Schedules Respondent Oral Presentation (ONLY Respondents who pass Mandatory Requirements)		1/28/2025
9.	Respondent Oral Presentation	8:00 a.m. – 4:30 p.m.	2/5/2025 – 2/7/2025
10.	State Completion of Technical Response Evaluations		2/12/2025
11.	State Opening & Scoring of Cost Proposal (ONLY for the apparent successful Respondent)		2/17/2025
12.	RFQ Cost Negotiations (if applicable)		2/18/2025 – 2/21/2025
13.	State Notice of Intent to Award Released and RFP Files Opened for Public Inspection		2/26/2025
14.	End of Open File Period		3/5/2025
15.	State sends contract to Contractor for signature		3/6/2025
16.	Contractor Signature Deadline		3/12/2025

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
RFQ Attachment G, Pro Forma Contract, Scope	Pgs. 37-39	1. Can TDOT please explain what "remediation services" might be required as mentioned in the statement of procurement purpose.	Please refer to Sections A.3.c, A.3.d, and A.3.e of the Pro Forma Contract attached to the RFQ for further explanation of what "remediation services" might be required.
General Question	N/A	2. Will providing TDOT with stream or wetland mitigation sites or credits be part of the services that TDOT may require?	We do not anticipate this contract being used to provide mitigation sites and/or credits.
General Question	N/A	3. Will the Prime contractor be responsible for NHPA Section 106 cultural resource compliance under this contract? If not, is there a contract forecasted to be released by TDOT that is for that cultural resource compliance?	We do not anticipate the selected contractor being responsible for NHPA Section 106 process and completion under this contract. The ECU is not aware of when cultural resources on-call contracts will be advertised.
RFQ Attachment G, Pro Forma Contract, Attachment Two	Pgs. 62-64	4. In Attachment Two, the Program Manager and Project Manager are both defined as State of Tennessee Registered Engineers. Would a State of Tennessee Registered Professional Geologist meeting the experience requirements be acceptable for either (or both) role(s)?	A State of Tennessee Registered Professional Geologist in the role of Program Manager and Project Manager does not meet the needs of the contract nor is it considered equivalent to the State of Tennessee Registered Engineers.
RFQ Attachment F, Reference Questionnaire	Pg. 29	5. Attachment F in the Reference Questionnaire instructions states that "Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency." This appears to place a burden on TDOT if another State agency is used as a reference unless this documented plan is	If a Respondent solicits a reference from a State of Tennessee agency, TDOT would be responsible for providing the Central Procurement Office a mitigation plan to ensure no unauthorized contact between the two agencies has or will occur and how the agency will ensure fair and equitable treatment for all Respondents.

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>already in place? We are considering using another State agency as one of our references, but not if it places additional burden on TDOT? Can you provide clarification on the plan TDOT would have to prepare?</p>	
<p>RFQ Section 3.1.4.2-3.1.4.3</p>	<p>Pg. 4</p>	<p>6. Section 3.1.4.2 “A Respondent must only record the proposed cost exactly as required by the RFQ Attachment D, Cost Proposal and must NOT record any other rates, amounts, or information.” appears to conflict with Section 3.1.4.3 “The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.” To clarify, Attachment D seeks rate information for the Respondent. The Respondent cannot anticipate the total cost for services under the contract for the total contract period, because of the nature of the contract. Are we correct in understanding that only the rates requested in Attachment D are to be provided in the Cost Proposal?</p>	<p>RFQ Attachment D is intended to capture hourly rates for each of the professional roles listed and a percentage mark up on auxiliary services. Please see item #3 below for the updated cost proposal. Please note a signature line has also been added to the cost proposal.</p>
<p>RFQ Section 3.4.5</p>	<p>Pg. 6</p>	<p>7. Will TDOT consider Contract Exceptions (with the response or during limited negotiation prior to contract signing), as mentioned in Section 5.6.5 or by Signing Attachment E are we accepting the Terms and Conditions “as is” per the Pro Forma Contract provided in Attachment G? If limited contract exceptions are requested, should they be provided with the response or during subsequent negotiation if selected?</p>	<p>Respondent's technical responses shall not contain redlines. Please see RFQ section 3.4.5.</p> <p>The State may entertain very limited negotiations with the apparent awarded contractor so long as the awardee’s requests do not materially change the contract. The State reserves the right to solely determine whether a requested change is considered material or not.</p>

3. Delete RFQ Attachment D, Cost Proposal in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

ATTACHMENT D

Cost Proposal

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the delivery of specified goods for the entire scope of services including all services defined in the Scope of Services of the RFQ Attachment G, *pro forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFQ. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The State will open the Cost Proposal for any apparent successful Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *pro forma* contract section C.1. (refer to RFQ Attachment G), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFQ and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

AMOUNT

Goods or Services Description	Year 1	Year 2	Year 3	Year 4	Year 5
Program Manager/Principal-in-Charge	/HR	/HR	/HR	/HR	/HR
Project Manager	/HR	/HR	/HR	/HR	/HR
Senior Engineer	/HR	/HR	/HR	/HR	/HR
Staff Engineer	/HR	/HR	/HR	/HR	/HR
Senior Geologist	/HR	/HR	/HR	/HR	/HR
Staff Geologist	/HR	/HR	/HR	/HR	/HR
Senior Environmental Specialist	/HR	/HR	/HR	/HR	/HR
Staff Environmental Specialist	/HR	/HR	/HR	/HR	/HR
Environmental Technician	/HR	/HR	/HR	/HR	/HR
Program Financial Specialist	/HR	/HR	/HR	/HR	/HR
Technical Editor	/HR	/HR	/HR	/HR	/HR
CADD Operator	/HR	/HR	/HR	/HR	/HR

Clerical	/HR	/HR	/HR	/HR	/HR
Mark-Up Percentage on Auxiliary Services only, as further described in A.2.d. and C.3.c.	%	%	%	%	%

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

4. Delete RFQ Attachment G, Pro Forma Contract, Provision C.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Amount
(per compensable increment)

Goods or Services Description	Year 1	Year 2	Year 3	Year 4	Year 5
Program Manager/Principal-in-Charge	/HR	/HR	/HR	/HR	/HR
Project Manager	/HR	/HR	/HR	/HR	/HR
Senior Engineer	/HR	/HR	/HR	/HR	/HR
Staff Engineer	/HR	/HR	/HR	/HR	/HR
Senior Geologist	/HR	/HR	/HR	/HR	/HR
Staff Geologist	/HR	/HR	/HR	/HR	/HR
Senior Environmental Specialist	/HR	/HR	/HR	/HR	/HR
Staff Environmental Specialist	/HR	/HR	/HR	/HR	/HR
Environmental Technician	/HR	/HR	/HR	/HR	/HR

Program Financial Specialist	/HR	/HR	/HR	/HR	/HR
Technical Editor	/HR	/HR	/HR	/HR	/HR
CADD Operator	/HR	/HR	/HR	/HR	/HR
Clerical	/HR	/HR	/HR	/HR	/HR
Mark-Up Percentage on Auxiliary Services only, as further described in A.2.b. and C.3.c.	%	%	%	%	%

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