



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

**REQUEST FOR QUALIFICATIONS # 32701-02709
AMENDMENT # 1
LEAKING UNDERGROUND STORAGE TANKS**

DATE: April 7, 2017

RFQ # 32701-02709 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.
- 2.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		March 9, 2017
2.	Disability Accommodation Request Deadline	2:00 p.m.	March 17, 2017
3.	Pre-Response Conference	9:00 a.m.	March 21, 2017
4.	Notice of Intent to Respond Deadline	2:00 p.m.	March 22, 2017
5.	Written "Questions & Comments" Deadline	2:00 p.m.	March 27, 2017
6.	State response to written "Questions & Comments"		April 7, 2017
7.	RFQ Technical Response Deadline	2:00 p.m.	April 17, 2017
8.	State Evaluation Notice Released and Solicitation Files Opened for Public Inspection		April 28, 2017
9.	End of Open File Period		May 5, 2017
10.	State sends contract to Contractor for Signature		May 8, 2017
11.	Contractor Signature Deadline	2:00 p.m.	May 12, 2017
12.	Performance Bond Deadline		May 15, 2017
13.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		May 22, 2017

3. 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.

QUESTION / COMMENT	STATE RESPONSE
1 If possible, could I get a copy of the winning submittal from the previous RFQ?	In the previous solicitation, four (4) proposers were successful in the five (5) regions. The technical proposals are available for review at Department of Environment and Conservation offices during normal business hours. Contact the Solicitation Coordinator to arrange an appointment.

QUESTION / COMMENT	STATE RESPONSE
<p>2 Insurance Item A.6. (d)(iv) Contractors Pollution Liability - the requirement differs from what is included in Appendix G (Section D.12.d(1)). Please confirm that the Department is requesting Tail Coverage for two years for policies provided on a claims-made basis or no tail for insurance provided on an occurrence basis.</p>	<p>The State does not see any difference in the comparison of the referenced language in the question. However, the State does confirm that the language referenced in Pro Forma Contract, Section D.12.d(1) is accurate and represents the full intent of the State.</p>
<p>3 Please confirm the amount of the Performance Bond required per A.12. The example provided in Pro Forma Attachment 4 is in the amount of \$375,000. Please verify that this is to be the amount of the performance bond.</p>	<p>The amount of the required performance bond \$375,000.00. See <i>pro forma</i> contract section E.7 for full details of the requirement.</p>
<p>4 RFQ 4.14 Maximum Reimbursable Rates</p> <p>How did the Division derive the mobilization time mileage limits for the RGD-002? 2 hours one way and 125 miles one way.</p>	<p>The travel time limit has been in place since 2004, and the mileage limit has been in place since 1999. These limits were established to encourage efficiency and control costs so that more available funds could be spent on remediation rather than mobilization.</p>
<p>5 RFQ 5.6 Total Response Score</p> <p>Our understanding was that TDEC wanted more competitive responses on this contract term? Based on the scoring outline presented, we feel that Region 1 will still not have competitive responses unless a change is made. We would recommend that the apparent best respondents be allowed to choose from the regions won as a function of being the highest ranking respondent after all scoring is completed and not on a 1 through 5 basis as proposed.</p>	<p>Thank you for your recommendation. However, no change will be made to Section 5.6.</p>
<p>6 Pro Forma: E.7 Performance Bond</p> <p>The RFQ requests a \$375,000 performance bond remain in effect for the entire contract period. Will this be the total bond amount requested even if a contractor may be the successful winner in more than one region? Based on the turnaround time requested for invoicing and reimbursement packages we feel the total bond amount is more than sufficient for multiple regions.</p>	<p>Yes. A contractor with multiple regions will only be required to provide one (1) performance bond in the amount of \$375,000.00.</p>
<p>7 Section Technical Qualifications: UST Closure, Sampling, Soil Stockpiles and Soil groundwater disposal:</p>	<p>3. No. Separate analyses are not considered separate samples.</p> <p>16. No. All of the USTs are on one (1)</p>

QUESTION / COMMENT	STATE RESPONSE
<p>3. Are separate analyses considered to be separate samples (EPH from BTEX/MTBE/Naphthalene)?</p> <p>16. Text indicates the 1K Kerosene and 1K Gasoline USTs may be on the adjacent property. Is this correct?</p>	<p>property. The 1,000-gallon kerosene UST and the 1,000-gallon gasoline UST are located near the foundation of building on an adjacent property. The tanks are on one property, and the building is on the adjacent property.</p>
<p>8 What does it take to train an approved Corrective Action System Specialist (CASS)? We need to know what are the approved firms that offer this training?</p>	<p>They have to complete a training program from a State-approved manufacturer of dual-phase corrective action system. Currently, the only State-approved manufacturer is</p> <p>MK Environmental, Inc. 7150 S. Madison St. Willowbrook, IL 61527-5505 etung@mkenv.com Telephone # 630-920-1104</p>
<p>9 For clarification to Attachment B, section B.17. References, my understanding is that it will be acceptable to submit the following:</p> <p>1 reference form from John Doe, Owner of Client A with whom we have more than 2 projects with them and more than 3 closed sites.</p> <p>1 reference from Jane Doe, Office Manager of Client A with whom we have more than 2 projects with them and more than 3 closed sites.</p> <p>1 reference from Jane Doe, Environmental Coordinator of Client B with whom we have more than 2 projects with them and more than 3 closed sites.</p> <p>This would total three (3) reference letters which are from two (2) separate accounts of which each account had at least three (3) closed projects. Is my understanding of B.17. correct?</p>	<p>The two accounts of current services and the three completed projects can overlap. The minimum requirement is three references.</p>

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

1.1. **Statement of Procurement Purpose**

Under the Tennessee Petroleum Underground Storage Tank ("UST") Act, T.C.A. Title 68, Chapter 215, the General Assembly authorized the Commissioner to investigate environmental problems associated with leaking UST's, (T.C.A. 68-215-107(c)). Further, under the Act it is unlawful to release petroleum from a UST into the environment, (T.C.A. 68-215-104(1)). Finally, the United States Congress provided monies to be used by the states for the cleanup of abandoned and bankrupt UST facilities in the 1986 Superfund

Amendments and Reauthorization Act. The Contractor will provide for the cleanup of bankrupt and/or abandoned petroleum UST facilities, as well as the investigation and identification of potential UST problems, addressing petroleum UST sites with recalcitrant owner/operators, spill response and emergency response activities. The State intends to secure contracts with up to five (5) regional contractors for the provision of leaking underground storage tank services. The services shall be provided at all types of sites where petroleum products have leaked from regulated underground storage tanks. **The five (5) Tennessee Regions can be found in Attachment I.** Any single contractor may only serve a maximum of three (3) of the five (5) regions.

1.1.1. RFQ Number

The State has assigned the following RFQ identification number that must be referenced in all communications regarding this RFQ:

RFQ # 32701-02709

1.1.2. Maximum Liabilities of the Resulting Contracts

Maximum liabilities will vary by region, depending on where contaminated sites are located and will range from \$2,600,000 to \$9,000,000 per region.

- 5. **Delete RFQ section 3.1.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

3.1.3. Technical Qualifications, Experience & Approach: This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response.

- 6. **Delete RFQ 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. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFQ (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

- 7. **Delete RFQ section 5.4 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

5.4. Evaluation Guide

The State will consider qualifications, experience and technical approach in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail

General Qualifications (refer to RFQ Attachment B)	40
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	60

8. **Delete RFQ Attachment B, Item B.17.(a), in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**
 - (a) Add the Respondent's name to the standard reference questionnaire at Attachment E, and make a copy for each reference.

9. **Delete RFQ Attachment G, *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. When directed by the State to perform emergency services (defined by Contract Sections A.5, A.6, and A.7) on nights, weekends or holidays, the Contractor shall be compensated at premium rates. The rates for nights and weekends shall be 150% of the rates in Attachment H and shall apply from 6:01 p.m. through 6:00 a.m. Monday through Friday and from 12:01 a.m. Saturday through 12:00 p.m. Sunday. The rates for holidays shall be 200% of the rates in Attachment H and shall only apply on state holidays listed at <https://www.tn.gov/main/article/state-holidays>. Premium rates are only applicable to the Staff Rates in section VII.C. of Attachment H. Any work performed that is subject to premium rates shall require prior, written approval by the State. Such written approval may be in the form of electronic mail.

10. **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.