



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

**REQUEST FOR PROPOSALS # 32701-05259
AMENDMENT # 2
FOR UST CORRECTIVE ACTIONS SYSTEMS**

DATE: June 24, 2024

RFP # 32701-05259 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 (all dates are State business days)
1.	RFQ Issued		May 9, 2024
2.	Disability Accommodation Request Deadline	2:00 p.m.	May 14, 2024
3.	Pre-Response Conference	1:00 p.m..	May 16, 2024
4.	Notice of Intent to Respond Deadline	2:00 p.m.	May 20, 2024
5.	Written "Questions & Comments" Deadline	2:00 p.m.	May 31, 2024
6.	State response to written "Questions & Comments"		June 24, 2024
7.	Response Deadline	2:00 p.m.	July 8, 2024
8.	State Completion of Technical Response Evaluations		July 22, 2024
9.	State Opening & Scoring of Cost Proposals	2:00 p.m.	July 25, 2024
10.	Negotiations (Optional)	4:30 p.m.	July 29-31, 2024
11.	State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	August 5, 2024
12.	End of Open File Period		August 12, 2024
13.	State sends contract to Contractor for signature		August 13, 2024
14.	Contractor Signature Deadline	2:00 p.m.	August 19, 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
Attachment 6.2 Section A.3	19	1. A.3 requests an opinion from the bank, in requesting a satisfactory	This is sufficient

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		<p>business relationship. Chase bank, the largest bank in the US, will only provide a letter that states facts, such as number of accounts, how long business accounts have been open and number of Non Sufficient Fund incidents have been incurred. Chase will not render opinions. Is a letter stating facts sufficient?</p>	
Attachment 6.2 Section C.4	25-26	<p>2. a) Please clarify XP rating for the various systems. Class 1 Division 1 or Division 2- Can the air compressor be oil lubricated, or must it be oil free?</p> <p>b) Does the turnaround time affect the score in this section?</p>	<p>a) As specified in C.7., the system shall meet all applicable codes including Class 1 Division 1. For both 15 gpm and 50 gpm systems, air compressors should be oil free.</p> <p>b) Yes.</p>
Attachment 6.2 Section C.7	27-28	<p>3. a) How soon after contract award must the manufacturer be certified by a NRTL?</p> <p>b) If a PLC is utilized, and the consultant requests a change in operations, are these changes a billable task prior to and/or after the warranty period ends?</p>	<p>a) NRTL certification is required upon the first order (aka Notice to Proceed (NTP)) from the state.</p> <p>b) All change requests will go through the state for any approval. Any changes will be a time and material task per occurrence and on a site specific basis. For parts not in a catalog or price list, please refer to A.17.</p>
Attachment 6.2 Section C.8	28-29	<p>4. a) Can a fixed wall enclosure be provided? If so, what is the minimum clearance around each major component you require?</p> <p>b) Is there a maximum footprint size for the system enclosure?</p> <p>c) What is the maximum acceptable weight of a removable wall panel?</p>	<p>a) Fixed wall enclosures are not permitted.</p> <p>b) There is not a maximum footprint requirement for 15 gpm or 50 gpm systems. However, it is desirable for the system enclosures to match the current footprint of existing systems, which are 8.5' x 12' for 15 gpm systems and 8.5' x 20' for 50 gpm systems.</p> <p>c) There is no maximum acceptable weight for removable wall panels but should be within OSHA standards for a single person lift.</p>
Attachment 6.2 Section C.9	29	<p>5. a) Are costs for 208 volt to be included in the lump sum costs? If not, how will these costs be addressed?</p> <p>b) Do you have an estimated percentage of 208 volt vs 240 volt systems that will be required?</p>	<p>a) Yes.</p> <p>b) Voltage requirements for systems are based on site specific conditions that are determined during the development of the Corrective Action Plan (CAP) for a site; therefore, the percentage cannot accurately be estimated.</p>
Attachment 6.2 Section C.11	30-31	6.a) Will the proposer be required to provide Corrective Action Specialist certification	<p>a) The proposer is required to provide Corrective Action Specialist certification training program for existing and new equipment.</p>

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		<p>program training on the existing equipment or only new equipment?</p> <p>b) How many training sessions are expected per year, and what this expected attendance?</p> <p>c) Is there a price limit on the Corrective Action Specialist certification program training?</p> <p>d) Can you estimate how many training events and their duration, that are to be included at no cost per this RFP?</p> <p>e) Will all no cost training events be located in Tennessee?</p> <p>f) Does the turnaround time affect the score in this section?</p> <p>g) Please clarify if the proposer is requested to provide O&M or sampling, what is the reimbursable rates for onsite time?</p> <p>h) Depending on the answer to the question above, if we are required to bill labor at the rates published in REIMBURSEMENT GUIDANCE DOCUMENT – 002 for O&M, can we decline to provide these services without jeopardizing the rest of the contract? If we must accept these rates, is there a maximum number of hours/trips we are required to accept at these rates?</p>	<p>b) Section C.11 of the RFP requires Corrective Action Specialist certification program and annual refresher training. Section A.10 of the pro forma contract requires that the Contractor shall provide as requested by the State, additional technical training including, but not limited to, presentations at annual staff meetings, annual State attended conferences, Corrective Action Contractor (CAC) training, and annual and refresher Corrective Action System (CAS) Specialist training/certification for CACs and State staff. To confirm the above, the contractor shall provide Corrective Action Specialist certification when requested by the state, regardless of the number of CACs and their staff requesting certification.</p> <p>c) Yes, the initial certification program training cost is not to exceed a maximum of \$2,000 per CAS Specialist. The cost for an annual refresher course is not to exceed a maximum of \$1,000 per CAS Specialist.</p> <p>d) It is anticipated that there may be approximately twenty (20), one day duration, no cost training events during the contract period.</p> <p>e) Yes.</p> <p>f) Yes.</p> <p>g) Current guidance allows for the CAC to complete both O&M and sampling. The State included this requirement to allow for unforeseen circumstances or changes that may occur. The appropriate level of expertise and allowable rates are provided in the current Reimbursement Guidance Document (RGD)-002 in place at the time the work is conducted. It is anticipated that local subcontractors may be utilized for this. In the event that this is implemented, prior approval of the subcontractor must be obtained from the State.</p> <p>h) Declining would be considered an incomplete submittal; proposer may include a max number in the appropriate section of the proposal. (RFP Section 6.2, C.11)</p>
Attachment 6.2 Section C.12.2	31	7. Please clarify the carbon change out requirement, how to facilitate and what we are to include in this scope.	The expectation is the carbon media is replaced and spent carbon is properly addressed by the Contractor. Scheduling. is through the State.
Attachment 6.2 Section C.14/ Section A.18 of the Pro Forma	32-33/ 49	<p>8. a) Clarify the warranty period, when it starts and when it ends. What if delivery and startup happens during the last 3 months of the contract? How will the warranty work?</p> <p>b) What if the system takes several years to</p>	<p>a) If startup occurs prior to the end of the contract, the minimum 18-month warranty will still be in effect.</p> <p>b) The State has enforcement discretion and will work with CACs to start the system within one year of delivery; the warranty period begins at startup.</p> <p>c) The proposer shall provide any warranty provisions and limitations regarding startup post contract.</p> <p>d) and e) Only the replacement part manufacturer's warranty for existing/non-warranty systems would apply. Warranty replacement</p>

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		<p>receive final power connection and does not start up until then? How will warranty work?</p> <p>c) What if start up is scheduled after the end of the contract?</p> <p>d) Clarify warranty duration and terms for items replaced under warranty of the original system.</p> <p>e) Clarify the warranty duration and terms (parts and labor?) for purchased replacement items, such as the field replacement of a liquid ring pump.</p>	<p>items of new completely operational XP DPVE system components will be under warranty for the remainder of the original minimum 18 months; the proposer proposes any additional warranty periods (A.20)</p>
Pro Forma A.11.b	48	<p>9. a) What is the minimum air stripping removal efficiency required?</p> <p>b) Can sieve tray air strippers be substituted for the aeration tube design?</p> <p>c) Can polyethylene air strippers be substituted for stainless steel?</p> <p>d) What is the minimum acceptable bag filter size? Size 1 units are 7" diameter x 16" long, Size 2 are 7" diameter and 32" long. Size 2 is typically the standard for UST projects, but size 1 are lower in cost.</p> <p>e) How soon after contract award must the manufacturer be certified by a NRTL?</p>	<p>a) Specific removal efficiencies are not defined. However, removal efficiencies should be as such to meet effluent discharge permit requirements and site-specific cleanup levels.</p> <p>b) No.</p> <p>c) Yes, as long as polyethylene air strippers can support the weight of associated equipment, such as blowers.</p> <p>d) Size 2 bag filters are required for both 15 gpm and 50 gpm systems.</p> <p>e) NRTL certification is required upon the first order (aka NTP) from the state.</p>
RFP Attachment 6.3	35-37	10) Trade in of DPVE: how / where should freight and crane costs be allocated?	Should be taken into consideration when providing the refund/trade-in allowance.
RFP Attachment 6.3	35-37	11. Clarify the scope of work for these specific replacement parts, (Liquid ring pump, Air stripper etc.). What parts are to be replaced, make and model number. Where are they located?	See Bill of Materials attachment.
RFP Attachment 6.3	35-37	12. What about crane/lifting equipment costs?	<p>Delivery of new systems: crane costs at manufacturer's facility only (offloading at site is responsibility of CAC).</p> <p>Trade-In/Refund: all costs responsibility of proposer.</p> <p>All LRP, LRM, stripperator, AWS tank, delivery unloading and installation by proposer.</p>

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			Digital telemetry installation costs responsibility of proposer. Pickup and delivery of existing DPVE systems; crane costs responsibility of others.
RFP Attachment 6.3	35-37	13. Clarify access to the system since they may be in inaccessible locations or have obstructions on site, fences, or power lines etc. How do we included these costs? Is all labor, mileage and per diem also included in this line item for replacement items?	The costs of dealing with obstructions are not required for the RFP. Please include all costs associated with the listed items in the proposal (including labor, mileage, and per diem). These items are identified as more expensive replacement parts and all-inclusive costs are requested.
RFP Attachment 6.3	35-37	14. Clarify the scope on the last cost item, Pickup/delivery/start up. Are we to simply move a system from one location to another with a carbon change out?	As stated: Pickup, delivery, and startup of existing DPVE and groundwater treatment system. This cost includes shipping, carbon vessel change out and/or carbon refill and disposal, on-site operation and maintenance training, and startup kit. Crane/lifting equipment costs associated with the delivery of existing systems are the responsibility of others.
RFP Attachment 6.3	35-37	15. Are we to include supervisor labor and crane costs at both ends?	Delivery of new systems: crane costs at manufacturer's facility only (offloading at site is responsibility of CAC). Trade-In/Refund: all costs responsibility of proposer. All LRP, LRM, stripperator, AWS tank, delivery unloading and installation by proposer. Digital telemetry installation costs responsibility of proposer. Pickup and delivery of existing DPVE systems; crane costs responsibility of others.
Pro Forma A.2.n	46	16. Clarify how this (Refund/Trade-In) will work, who pays for the crane and trucking, at both ends?	Should be taken into consideration when providing the refund/trade-in allowance.
Pro Forma A.6	46-47	17. Clarify how this (Minimum Onsite Service Requirements) would work	Section A.6 defines Minimum Onsite Service Requirements.
Pro Forma A.8	47	18. a) what is the maximum time limit to pick up a unit after notification? b) So that we can estimate trucking, where in Tennessee are these units located? c) Who is the manufacturer of these used units?	a) The pickup schedule may vary and is determined by the state. b) Existing systems not currently being utilized are stored at a location in Dickson County, TN. c) MK Environmental is the manufacturer of the used units.
Pro Forma A.11.i	48	19. please clarify the telemetry and data connection costs and cost obligations	The cost of the telemetry and data connection should be included in proposed new system costs. Historically the first year of operation is included with the proposed system costs, after that time period there is a mechanism to bill to the site of operation.
Pro Forma A.20-21	49	20. Please clarify title, insurance and liability during the intermediate	If a system is damaged due to an accident/collision caused by another entity, natural disaster, or vandalism, the contractor will not be held responsible for those damages.

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		period from the date a system is delivered until acceptance. Who is responsible for the system should it be hit by a car or vandalized?	
Pro Forma C.2	50-51	21. a. what triggers this request and how detailed is it? There are several hundred items in a Bill of Materials for a system. b. What is the maximum amount of time the state has to approve or deny the price change once it has been submitted?	a) As stated in the RFP; after the Firm Price Period (365 days), the Contractor may request price increases. b) There is no maximum amount of time to approve or deny a price change request.
Pro Forma C.3	51-52	22. a) Any necessary parts not already outlined: clarify how this will work with respect to inbound and outbound freight, troubleshooting, engineering, labor costs b) Is offsite telephone technical support for non-warranty items billable?	a) Please see A.17. Contractor to provide quote to the State. Mark-up shall be limited to no more than 15%. b) No.
Pro Forma C.4	52	23. Can you provide a link to these travel costs?	https://www.tn.gov/finance/rd-doa/fa-travel.html
Pro Forma D.33	62	24. Will items in this contract be subject to sales tax. If so, should the tax be included in the cost proposal?	Your cost proposal shall include all applicable taxes and fees. The State of Tennessee is tax-exempt and therefore not subject to paying Tennessee Sales Tax. Any tax requirements for your business should be addressed with the Tennessee Department of Revenue.
Attachment 6.2 Section B.18	23-24	25. Section B.18. request references from accounts that are similar in "size" to the State. Please provide clarification on what parameters are to define the "size" of the State.	The "size" would be in relation to the estimated maximum liability for the entire five-year term.
Attachment 6.2 Section C.1-C.3	25	26. Sections C.1., C.2, and C.3: requests the Respondent to provide a narrative relating to the project schedule. There does not appear to be any type of schedule provided in this RFP beyond the RFP submittal dates and the total contract time of five years. Please provide direction to the details of this referenced schedule.	Based on the nature of petroleum contamination in the environment any significant delays in actions may allow migration of contamination and therefore deliverables are necessary in a timely manner and may vary from site to site. Manufacture and delivery of a new completely operational XP DPVE system or delivery of existing systems are expected to be less than eight (8) weeks from receipt of NTP.
Attachment 6.2 Section C.9	29	27. To address this section the respondent would require a list of all counties and municipalities that will	Due to the State's current inventory of systems, only new completely operational XP DPVE systems will be purchased for this contract. Historically, the city of Memphis has required XP systems.

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		require an XP DPVE system. Is the State requesting a general list and details here for typical municipalities, or actual requirements for every municipality?	
Attachment 6.2 Section C.4-C.5	25	<p>28. a) The specified vacuum pump parameters such as 20 inches of mercury is obtainable with alternative vacuum pumps such as claw type blowers which require much less maintenance requirements. If the spec requirements are met are alternative vacuum pumps allowed?</p> <p>b) Carbon treatment for water polishing is detailed. There are no details for vapor treatment with carbon provided. Is any vapor treatment required/expected? If so, please clarify and provide specifications.</p>	<p>a) No.</p> <p>b) As required in C.21: Provide a narrative about other remediation technologies and the capabilities to implement those technologies. Please include air treatment options such as catox and carbon.</p>
Attachment 6.2 Section C.8	28-29	<p>29. a) Would a "seabox" be an acceptable system housing if it meets all housing specifications?</p> <p>b) Are there any size and weight limits associated with the DPVE system aside from mobility and relocation ability?</p> <p>c) Would an enclosed trailer be an acceptable housing if it meets all housing specifications?</p> <p>d) Would painted "sharkbite" non-slip floor be an acceptable substitution for flooring?</p>	<p>a) No.</p> <p>b) No.</p> <p>c) As long as it meets <u>all</u> specifications outlined in the RFP.</p> <p>d) As stated in the RFP: Flooring shall be non-slip, diamond steel plate with drainage holes.</p>
Attachment 6.2 Section C.11	30-31	30. This section details monthly, quarterly, annual O&M, monitoring, and sampling; however, the pricing only indicates training and certification. Please clarify how costing/payment will be handled for these additional services not included in pricing	Current guidance allows for the CAC to complete both O&M and sampling. The State included this requirement to allow for unforeseen circumstances or changes that may occur. The appropriate level of expertise and allowable rates are provided in the current Reimbursement Guidance Document (RGD)-002 in place at the time the work is conducted. It is anticipated that local subcontractors may be utilized for this. In the event that this is implemented, prior approval of the subcontractor must be obtained from the State.
Attachment 6.2 Section C.12	31-32	31. a) What are the specifications and details for the noted air compressor vanes? How	a) The need for an air compressor will be dependent on the depth to groundwater. Based on existing systems, recovery of groundwater deeper than 40 feet may require air lift. The air compressors in existing systems are manufactured by

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		<p>is this air compressor utilized?</p> <p>b) Regarding carbon change out/ carbon refill and disposal: Is this referring to the liquid carbon vessels referenced in section C.4. at 180 lbs each?</p>	<p>Becker. Vanes shall be in accordance with the manufacturer's specifications.</p> <p>b) Yes.</p>
		<p>32. Is the Corrective Action Specialist certification program A TN specific program requiring state certification, or is this a certification to be developed and issued by the winning respondent? What are the requirements?</p>	<p>This is a certification that will be issued by the winning respondent. Requirements should be determined by the manufacturer and at a minimum include comprehensive operational and maintenance training for new and existing systems.</p>
		<p>33. Timeline for delivery of six DPVE systems is requested. Is six the total number of DPVE systems expected to be required to fulfill this contract? If not, what is the total number of systems anticipated in the first twelve months and total?</p>	<p>The total number of systems required will be determined during the contract period as needed taking into consideration the maximum liability of the contract to be awarded.</p>
		<p>34. Timeline for pickup of twelve DPVE systems is requested. Is twelve the total number of systems expected to be retrieved for this contract? If not, what is the total number of systems anticipated in the first twelve months and total?</p>	<p>The total number of systems required will be determined during the contract period as needed taking into consideration the maximum liability of the contract to be awarded.</p>
		<p>35. Are the systems to be picked up expected to be disconnected from electrical, water, and system piping by others or is this the Respondents responsibility?</p>	<p>This will not be the responsibility of the proposer. Systems will be completely disconnected and ready for transport previous to Respondent scheduling for removal.</p>
		<p>36. In multiple sections there is mention of an air compressor (C.4., C.5., and C.12.). However, there is no indication of what qualifies as "applicable" and when or how this air compressor may be utilized. Please provide further details on what qualifies as "applicable" and how or if this compressor should be included in pricing at any time</p>	<p>The need for an air compressor will be dependent on the depth to groundwater. Based on existing systems, recovery of groundwater deeper than 40 feet may require air lift.</p>

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		37. Define other technical services this contract may have using examples.	In the event additional treatment options such as a catox unit and carbon for air are necessary, expertise and training of those components will be expected. As required in C.21: Provide a narrative about other remediation technologies and the capabilities to implement those technologies.
		38. RFP submittal via email. Understood. So if we submit the RFP submittal via email, the references which are in sealed envelopes, we would still mail those separately and it would be documented we complied with the request?	References are typically emailed or mailed directly to the Solicitation Coordinator from the entity providing the reference. If you are providing them yourself, then yes mail the sealed envelope in before the response deadline.
		39. What are the Business and professional License requirements	Compliance with all local and other government agency requirements must be met.
		40. Define the State's requirements regarding the Project Schedule.	Based on the nature of petroleum contamination in the environment any significant delays in actions may allow migration of contamination and therefore deliverables are necessary in a timely manner and may vary from site to site. Manufacture and delivery of a new completely operational XP DPVE system is expected to be less than eight (8) weeks from receipt of NTP.
		41. Invoicing. Typical timeframe to receive payment once invoice is accepted? What method will one receive payment?	See Section C.9.a. for method. Once an acceptable invoice is received, payment will be processed within 45 days per Tenn. Code Ann. § 12-4-703
		42. Are the previous submittal from (circa 2019 others) available for review? Including the scoring of said submittals. How would we receive a copy and if so, when?	Respondents may submit a public records request at https://www.tn.gov/generalservices/about-dgs/public-records-requests.html to view previous submittals
		<p>43. Cost Item Description for manufacture, deliver, and startup of the DPVE systems:</p> <p>a) Is this cost to include any electrical costs for material and/or labor regarding electrical service such as: Power service costs, power service components such as meter can and/or main disconnect, main power connection of power service to DPVE system.</p> <p>b) Is this cost to include system connection materials and/or labor such as: Connection to well piping, connection to</p>	<p>a) Yes, for the power service components, however, the power service costs and the main power connection will be completed by the CAC.</p> <p>b) All water treatment components shall be contained within the CAS (not external). Connection to the well piping will be completed by the CAC. In the event that vapor treatment is necessary, connection to those components will be conducted by the CAC.</p> <p>c) There is no set volume specification for secondary containment but should be able to contain the anticipated amount of fluids in the system at any point in time along with an associated sensor and alarm. The CAC operating the unit is responsible for waste storage management.</p>

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		<p>external water treatment (carbon, holding tank, infiltration gallery), connection to vapor treatment (carbon or oxidizer), and/or oxidizer integration.</p> <p>c) Cost includes secondary containment of extracted liquids: Please define actual size of secondary containment as a 50 gpm system would require 80,000 gallons of storage per 24-hour period of operation.</p>	
		<p>44. Cost Item Description for pickup delivery and startup of existing DPVE:</p> <p>a) Is this referring to moving an existing system in TN to a different site in TN?</p> <p>b) Is this cost to include any materials or labor for system connections such as transfer piping, electrical, water and/or vapor discharge?</p> <p>c) Does the carbon vessel refer to the liquid phase vessels specified in C-4 (180 lb)</p>	<p>a) Yes.</p> <p>b) No, these tasks are completed by the CAC.</p> <p>c) Yes.</p>
		<p>45. How are disputes regarding warranty vs non-warranty claims handled?</p>	<p>Correspondence will be between manufacturer/contractor and the State.</p>
		<p>46. Can the electric service equipment (fused disconnect, meter base, CT, extension pole, etc) be mounted directly to the system itself rather than free standing?</p>	<p>It is preferred that electric service equipment be mounted directly to the systems due to planned reuse of systems at multiple sites.</p>
		<p>47. System design and ultimate pricing will be highly dependent on responses to the questions and comments from the State. Will an extension for the response deadline be considered?</p>	<p>The Response deadline for this RFP has been extended to July 8, 2024.</p>
		<p>48. What are the payment terms? The bid specifications go into great detail on how/when to submit an invoice, but from the time the invoice is submitted, how long</p>	<p>Please see response to question 41.</p>

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		until we can expect to be paid? 30 days (net 30)?	
		49. The specifications mention class 1 division 1 wiring for these systems. Class 1 Division 1 is typically for when hazardous vapors WILL be present in an area such as a paint plant, oil platform, etc. Most remediation systems in our experience (and we've had many of our systems third party inspected for UL/NEC/NFPA codes by NRTL's such as Met Labs) are Class 1 Division 2 Group D. Class 1 Division 2 means that vapors are NOT present except in an abnormal circumstance. Most remediation systems the vapors are contained within pipes/tanks unless there's an abnormal circumstance such as a leak which is why they're Class 1 Division 2 (Group D for petrochemical vapors such as Gasoline). Is it possible to get the requirement changed to Class 1 Division 2? This will reduce the cost of the systems while still meeting code.	Class 1 Division 1 is required due to specific local requirements.
		50. The standalone cellular telemetry units we typically use are Sensaphone Sentinel which have 12 inputs and 2 outputs. Will this be acceptable?-	As specified in the RFP: a minimum of 14 digital inputs, 4 digital outputs and 2 analog inputs are required.
		51. Regarding trade in of remediation systems currently in the state's inventory, if we bid \$0 per trade in, are we still required to pick them up within 6 months? How do we go about bidding in a way that conveys we won't offer anything for the used systems and we don't want to be responsible for picking them up either?	Yes, a refund/trade-in of older systems would only be applicable to the purchase of a new completely operational XP DPVE system and would include pickup and transport by the proposer. If a low dollar amount is proposed, the State reserves the right not to utilize the refund/trade-in.
		52. We typically build these systems in shipping containers or mobile cargo containers.	A shipping container enclosure is not allowed. Removable wall panels are required as defined in RFP Section 6.2, C.8. System Housing Specifications.

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		The specifications appear to be written specifically for MK Environmental's modular enclosures (which makes sense considering they've previously held the contract). Will you allow a shipping container enclosure or does it have to be something to mimic the MK Environmental enclosure with removable side panels?	

3. **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.