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1. INTRODUCTION

The State of Tennessee, Central Procurement Office, hereinafter referred to as “the State,” issues this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises, the opportunity to do business with the state as contractors or subcontractors.

1.1. Statement of Procurement Purpose

Under the Tennessee Petroleum Underground Storage Tank Act (the Act), Tenn. Code. Ann. Title 68, Chapter 215, the Tennessee General Assembly authorized the Commissioner of the Department of Environment and Conservation to investigate environmental problems associated with leaking underground storage tanks (UST), (Tenn. Code Ann. § 68-215-107(c) and (e)). Further, under the Act it is unlawful to cause or permit the release of a petroleum substance from a UST into the environment, (Tenn. Code. Ann. § 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 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, are leaking, or there is a suspected release from regulated underground storage tanks. The five (5) Tennessee Regions can be found in Attachment H. Any single contractor may only serve a maximum of two (2) 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 # 32701-04442

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 $3,000,000 to $20,000,000 per region.

1.2. Pre-Response Conference

A Pre-Response Conference will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2. Pre-Response Conference attendance is not mandatory, and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations. Please contact the Solicitation Coordinator to RSVP for the Pre-Response Conference. The Conference will be held at:

**Microsoft Teams Meeting**: 10:00am-12:00pm CDT, April 8, 2022

**Meeting Link**: Microsoft Teams meeting

Join on your computer or mobile app
1.3. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual’s name (as appropriate), a contact person’s name and title, the contact person’s mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

1.4. **Definitions and Abbreviations**

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
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</thead>
<tbody>
<tr>
<td>CAC</td>
<td>Corrective Action Contractor</td>
</tr>
<tr>
<td>RGD – 002</td>
<td>Reimbursement Guidance Document - 002</td>
</tr>
<tr>
<td>TGD</td>
<td>Technical Guidance Document</td>
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</tbody>
</table>

1.5. **Respondent Requirements**

1.5.1 The contractors awarded a contract pursuant to this RFQ must each be a Corrective Action Contractor (CAC) approved to be eligible to perform fund eligible work under Rule 0400-18-01-.09(15) (“Approval of Corrective Action Contractors”) and remain as such during the entire contract period (refer to https://publications.tnsosfiles.com/rules/0400/0400-18/0400-18-01.20210615.pdf for a copy of the rule).

1.5.2 The contractors awarded a contract pursuant to this RFQ must each maintain the appropriate forms of liability insurance, which include but are not limited to, Worker’s Compensation, Employer’s Liability, Automobile Liability and General Liability. The limits of liability for these policies must meet or exceed the requirements for a Tennessee Department of Environment and Conservation - Division of Underground Storage Tanks Approved Corrective Action Contractor, as outlined in Rule 0400-18-01-.09(15)(b)4, as amended from time to time (refer to https://publications.tnsosfiles.com/rules/0400/0400-18/0400-18-01.20210615.pdf for a copy of said rule).

1.5.3 The contractors submitting a Technical Response must have the following personnel on staff in house (not subcontracted) and must have the same or equally qualified personnel on staff (not subcontracted) for the duration of the contract:

   1.5.3.1 A geologist with a current Tennessee Professional Geologist (P.G.) license or an engineer with a current Tennessee Professional Engineer (P.E.) license with demonstrated competence in the specific technical field involved in this contract, and

   1.5.3.2 A corrective action system specialist who has current certification from a UST Division approved manufacturer of high vacuum dual phase remediation systems.

1.5.4 The contractor submitting Technical Responses must have one (1) corrective action
system specialist on staff in house (not subcontracted) who has current certification from a UST Division approved manufacturer of high vacuum dual phase remediation systems per region proposed and must have the same or equally qualified personnel on staff (not subcontracted) for the duration of the contract.
2. **RFQ SCHEDULE OF EVENTS**

The following schedule represents the State’s best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME (Central Time Zone)</th>
<th>DATE (all dates are State business days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFQ Issued</td>
<td></td>
<td>April 4, 2022</td>
</tr>
<tr>
<td>2. Disability Accommodation Request Deadline</td>
<td>2:00 p.m.</td>
<td>April 7, 2022</td>
</tr>
<tr>
<td>3. Pre-Response Conference</td>
<td>10:00 a.m.</td>
<td>April 8, 2022</td>
</tr>
<tr>
<td>4. Notice of Intent to Respond Deadline</td>
<td>2:00 p.m.</td>
<td>April 11, 2022</td>
</tr>
<tr>
<td>5. Written “Questions &amp; Comments” Deadline</td>
<td>2:00 p.m.</td>
<td>April 18, 2022</td>
</tr>
<tr>
<td>6. State response to written “Questions &amp; Comments”</td>
<td></td>
<td>April 25, 2022</td>
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<tr>
<td>7. RFQ Technical Response Deadline</td>
<td>2:00 p.m.</td>
<td>May 2, 2022</td>
</tr>
<tr>
<td>8. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection</td>
<td></td>
<td>May 5, 2022</td>
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<tr>
<td>9. End of Open File Period</td>
<td></td>
<td>May 12, 2022</td>
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<tr>
<td>10. State sends contract to Contractor for signature</td>
<td></td>
<td>May 13, 2022</td>
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<tr>
<td>11. Contractor Signature Deadline</td>
<td>2:00 p.m.</td>
<td>May 20, 2022</td>
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<tr>
<td>12. Performance Bond Deadline</td>
<td>4:30 p.m.</td>
<td>May 27, 2022</td>
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3. RESPONSE REQUIREMENTS

3.1. Response Contents: A response to this RFQ should address the following:

3.1.1. Mandatory Requirements: This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent should duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State’s evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).

3.1.2. General Qualifications & Experience: This section is included in the State’s evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.

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 in RFQ Attachment I that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment J as a guide to organize responses for this portion of the RFQ response. The Respondent shall complete the answer sheets for each question, in sequence, listed in Attachment I with the answer sheets provided in Attachment J. The answer sheets shall be copied exactly and then completed. The formatting and size shall not be adjusted. If the answer sheet formatting or size is altered, the proposal may be deemed as non-responsive and rejected. Select one answer per question. If more than one answer is selected per question, the proposal may be deemed as non-responsive and rejected.

3.2. Response Delivery Location

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Shane Gibson, Sourcing Account Specialist
Central Procurement Office
Department of General Services
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 3rd Floor
Nashville, TN 37243
615-253-4762
shane.gibson@tn.gov

3.3. Response Format

3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.

3.3.2. A Respondent must submit original response documents and copies as specified below.

3.3.2.1. Digital Media Submission

3.3.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard USB flash drive and should be clearly identified as the:
“RFQ # 32701-04442 TECHNICAL RESPONSE ORIGINAL”
“UST Region [# of Region]”

and FIVE (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard USB flash drive clearly labeled:

“RFQ # 32701-04442 TECHNICAL RESPONSE COPY”
“UST Region [# of Region]”

The customer references should be delivered by each reference in accordance with RFQ Attachment F Reference Questionnaire.

3.3.2.2. E-mail Submission

3.3.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

“RFQ # 32701-04442 TECHNICAL RESPONSE”
“UST Region [# of Region]”

The customer references should be delivered by each reference in accordance with RFQ Attachment F Reference Questionnaire.

3.4. Response Prohibitions: A response to this RFQ shall not:

3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;

3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;

3.4.3. Include more than one response, per Respondent, to this RFQ;

3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;

3.4.5. Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ); or

3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.5. Response Errors & Revisions

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may
submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7. **Response Preparation Costs**

The State **will not** pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.
4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

4.1.1. Respondents shall reference RFQ #32701-04442 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Shane Gibson, Sourcing Account Specialist
Central Procurement Office
Department of General Services
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 3rd Floor
Nashville, TN 37243
615-253-4762
shane.gibson@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.3.).

4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.

4.1.3. Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.

4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:

4.1.4.1. Staff of the Governor’s Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities and small business enterprises as well as general public information relating to this request; or

4.1.4.2. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Christopher Pianta, Program Manager
Department of Environment and Conservation
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 2nd Floor
Nashville, TN 37243
615-852-1513
TDEC.TitleVI@tn.gov

4.2. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion (subject to Tenn. Code Ann. §§ 4-21-401 and 405), sex, national origin, or any
other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3. **Conflict of Interest**

4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.2. This RFQ is also subject to Tenn. Code Ann. § 12-4-101—105.

4.4. **Respondent Required Review & Waiver of Objections**

4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment G, pro forma Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.

4.4.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the written “Questions & Comments Deadline.”

4.5. **Disclosure of Response Contents**

4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection in accordance with the laws of the State of Tennessee. Refer to RFQ § 2, Schedule of Events.

4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.
4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.

4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.

4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue’s Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/ /#1

4.7. RFQ Amendments & Cancellation

4.7.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must address the final RFQ (including its attachments) as may be amended.

4.7.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.8. State Right of Rejection

4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response’s minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.

4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. “Responsible” is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9. Assignment & Subcontracting
4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).

4.9.3. Subcontractors identified within a response to this RFQ will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.9.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State’s prior, written approval.

4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked respondent should the State cease doing business with any respondent selected via this RFQ process.

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.

4.12 **Right to Refuse Personnel or Subcontractors**

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFQ.

4.13 **Tennessee Offices**

It is required that the Contractors submitting a response to this RFQ have office(s) in Tennessee and have Tennessee based staff and/or team members with sufficient experience and qualifications to service this Contract.

The State requires the Tennessee office(s) for several reasons. First, as the State minimizes and limits out of state travel for its employees, Contractors having offices in Tennessee allow State personnel to travel to the Contractors’ offices to monitor records maintained pursuant to the Contract (see pro forma contract section D.12). Furthermore, it allows State personnel to travel to the Contractors’ Tennessee offices to meet with the Contractors instead of requiring Contractors’ personnel to always travel to Tennessee for meetings.

Moreover, since the State reimbursement for travel is limited in the pro forma contract, it is necessary that qualified people be located in Tennessee to minimize travel time and cost. This also minimizes the potential problem that staff with the required expertise may not be in a local office, Contractor utilizes staff without the necessary expertise instead of having qualified staff travel from distant offices, and the State terminates the Contract for failure to perform the required services.
It is required that the Respondent have a Tennessee office prior to submission. The Contractors shall also maintain an office in Tennessee for the duration of the Contract.

4.14 **Maximum Reimbursable Rates**

5. **PROCUREMENT PROCESS & CONTRACT AWARD**

5.1. The complete vendor selection will be based on Qualification of Technical Responses. Any contract award is subject to successful contract negotiation.

5.2. **Qualification of Technical Responses:** Technical Responses will be evaluated in a two-phase process, as follows:

   **Phase I:** The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.
   
   **Phase II:** Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B & C).
   
   The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent’s Technical Response Points for RFQ Attachments B & C to determine which of the Respondents are considered Qualified.

5.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent’s best terms from a technical standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

   5.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State’s specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.

   5.3.2. **Negotiations:** The State may elect to negotiate with Qualified Respondents, by requesting revised responses, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.

   5.4.2.1. If the State determines contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.4. **Evaluation Guide**

The State will consider qualifications, experience, 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.
5.5. Total Response Score

The Solicitation Coordinator will calculate the sum of the Technical Response section scores and record the resulting number as the total score for the subject Response (refer to Attachment D, Score Summary Matrix). This Technical Response score evaluation shall begin with Region 5. The Score Summary Matrix shall be completed for Region 5, with determination of the apparent best evaluated Respondent. The evaluation process will then proceed to Region 4, followed by Region 3, Region 2 and then Region 1. If the Apparent Best Evaluated Respondent is selected for a maximum of two (2) Regions, that Respondent shall not be eligible for selection for any other remaining Regions.

5.6. Contract Award

5.7.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head’s designee, for consideration along with any other relevant information that might be available and pertinent to contract award.

5.7.2. The contracting agency head, or the agency head’s designee, will determine the apparent best-evaluated response. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)

5.7.3. The State reserves the right to make an award without further discussion of any response.

5.7.4. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.

5.7.5. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment G, pro forma contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.

5.7.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the State’s best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and contractor selection process.
5.7.7. If the State determines that a response is nonresponsive and rejects it, the Solicitation Coordinator will re-calculate scores to determine (or re-determine) the apparent best-evaluated response.
TECHNICAL RESPONSE & EVALUATION GUIDE

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

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<thead>
<tr>
<th>Respondent Legal Entity Name:</th>
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<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section A—Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
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<tr>
<td></td>
<td></td>
<td>The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.</td>
<td></td>
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<td></td>
<td></td>
<td>The Technical Response must not contain cost or pricing information of any type.</td>
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<td></td>
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<td>The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.</td>
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<td>A Respondent must not submit alternate responses.</td>
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<td></td>
<td></td>
<td>A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).</td>
<td></td>
</tr>
<tr>
<td>A.1.</td>
<td></td>
<td>Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.</td>
<td></td>
</tr>
<tr>
<td>A.2.</td>
<td></td>
<td>Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</td>
<td></td>
</tr>
<tr>
<td>A.3.</td>
<td></td>
<td>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>(a) Insurance Company</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>(b) Respondent’s Name and Address as the Insured</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>(c) Policy Number</td>
<td></td>
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<td></td>
<td></td>
<td>(d) The following minimum insurance coverage:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>(i) Workers’ Compensation/ Employers’ Liability (including all states coverage) with a limit not less than the relevant</td>
<td></td>
</tr>
<tr>
<td>Response Page # (Respondent completes)</td>
<td>Item Ref.</td>
<td>Section A— Mandatory Requirement Items</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>---------------------------------------</td>
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<tr>
<td>statutory amount and FIVE HUNDRED THOUSAND Dollars ($500,000) per occurrence for employers’ liability;</td>
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<tr>
<td>(ii) Comprehensive Commercial General Liability (including personal injury &amp; property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than ONE MILLION Dollars ($1,000,000); and</td>
<td></td>
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<tr>
<td>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than ONE MILLION Dollars ($1,000,000) per occurrence;</td>
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<tr>
<td>(e) The following information applicable to each type of insurance coverage:</td>
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<tr>
<td>(i) Coverage Description,</td>
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<tr>
<td>(ii) Exceptions and Exclusions,</td>
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<tr>
<td>(iii) Policy Effective Date,</td>
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<tr>
<td>(iv) Policy Expiration Date, and</td>
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<tr>
<td>(v) Limit(s) of Liability.</td>
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<tr>
<td>A.4.</td>
<td>Provide a statement confirming that, if awarded a contract pursuant to this RFQ, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFQ. The statement must be signed by an individual with legal authority to bind the proposing entity to the provisions of this RFQ and any contract awarded pursuant to it.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.5.</td>
<td>Provide a current bank reference indicating that the Respondent’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.6.</td>
<td>Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.7.</td>
<td>List the Respondent’s legal name as it is listed with the Tennessee Secretary of State and as it appears on the Tennessee UST Division Approved Corrective Action Contractor (CAC) list and provide written assurance that the Respondent will maintain the Approved CAC status for the duration of the contract, if awarded.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.8.</td>
<td>Provide a statement that the Respondent currently owns a pressure washer, an explosion proof fan, a combustible gas indicator, an organic vapor detector/photoionization detector (OVD/PID), a velocity meter, an oil/water interface probe and a poly tank (for water) for every region proposed.</td>
<td></td>
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</tr>
<tr>
<td>A.9.</td>
<td>Provide the physical addresses of the Respondent’s Tennessee offices that intend to service this contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Response Page # (Respondent completes)</td>
<td>Item Ref.</td>
<td>Section A— Mandatory Requirement Items</td>
<td>Pass/Fail</td>
</tr>
<tr>
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<tr>
<td>A.10.</td>
<td></td>
<td>Provide a list of in-house personnel (not subcontracted) that have a current Tennessee professional geologist license and/or current Tennessee professional engineer license with demonstrated competence in the specific technical field involved in this contract that will be servicing this contract and include copy(s) of the license(s).</td>
<td></td>
</tr>
<tr>
<td>A.11.</td>
<td></td>
<td>Provide a list of in-house (not subcontracted) corrective action specialist(s) that have current certification from a UST Division approved manufacturer of high vacuum dual phase remediation systems and include copy(s) of the most recent certificate(s). The Respondent must have a minimum of one (1) corrective action system specialist on staff in house (not subcontracted) per region proposed.</td>
<td></td>
</tr>
</tbody>
</table>

*State Use – RFQ Coordinator Signature, Printed Name & Date:*
TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Evaluation Team members will independently evaluate and assign one score for all responses to Section B—General Qualifications & Experience Items.

<table>
<thead>
<tr>
<th>RESPONSE LEGAL ENTITY NAME:</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item Ref.</strong></td>
<td><strong>Description</strong></td>
</tr>
<tr>
<td><strong>B.1.</strong></td>
<td>Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.</td>
</tr>
<tr>
<td><strong>B.2.</strong></td>
<td>Describe the Respondent’s form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).</td>
</tr>
<tr>
<td><strong>B.3.</strong></td>
<td>Detail the number of years the Respondent has been in business.</td>
</tr>
<tr>
<td><strong>B.4.</strong></td>
<td>Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.</td>
</tr>
<tr>
<td><strong>B.5.</strong></td>
<td>Describe the Respondent’s number of employees, client base, and location of offices.</td>
</tr>
<tr>
<td><strong>B.6.</strong></td>
<td>Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.</td>
</tr>
<tr>
<td><strong>B.7.</strong></td>
<td>Provide a statement of whether the Respondent or, to the Respondent’s knowledge, any of the Respondent’s employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled nolo contendere to any felony. If so, include an explanation providing relevant details.</td>
</tr>
<tr>
<td><strong>B.8.</strong></td>
<td>Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.</td>
</tr>
<tr>
<td><strong>B.9.</strong></td>
<td>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent’s performance in a contract pursuant to this RFQ.</td>
</tr>
</tbody>
</table>

NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section B— General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>B.10.</td>
<td>Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent’s performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</td>
</tr>
<tr>
<td></td>
<td>B.11.</td>
<td>Provide a brief, descriptive statement detailing evidence of the Respondent’s ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</td>
</tr>
<tr>
<td></td>
<td>B.12.</td>
<td>Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.</td>
</tr>
<tr>
<td></td>
<td>B.13.</td>
<td>Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the following: a. Individual’s name, current position in the organization and title. The staff titles and descriptions within the State’s Reimbursement Guidance Document (RGD)-002 (as amended from time to time) shall be used. Include the name of the individual’s current employer if other than the Respondent. b. Education (GED completion date or high school and date of graduation, college degree and date of graduation) c. Detailed employment history (dates of employment, type of experience, description of job duties for each position including current position) to include names and companies for which the individual has worked. Also include the date of most current health and safety training and any continuing education classes relating to job duties. Resumes for laborers, drivers and equipment operators are not necessary.</td>
</tr>
<tr>
<td></td>
<td>B.14.</td>
<td>Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; and (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent’s response to this RFQ; (d) a statement detailing the subcontractor(s) applicable Tennessee licenses; and (e) provide copies of the subcontractor(s) applicable Tennessee licenses and certifications.</td>
</tr>
<tr>
<td>Respondent Legal Entity Name:</td>
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<tr>
<td><strong>Section B— General Qualifications &amp; Experience Items</strong></td>
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**B.15.** Provide documentation of the Respondent’s commitment to diversity as represented by the following:

(a) **Business Strategy.** Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises. Please also include a list of the Respondent’s certifications as a diversity business, if applicable.

(b) **Business Relationships.** Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises. Please include the following information:

(i) contract description;
(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled, disability); and
(iii) contractor contact name and telephone number.

(c) **Estimated Participation.** Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:

(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO NOT INCLUDE DOLLAR AMOUNTS**);
(ii) anticipated goods or services contract descriptions;
(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, disability) of anticipated subcontractors and supply contractors.

**NOTE:** In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at [https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810](https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810) for more information.

(d) **Workforce.** Provide the percentage of the Respondent’s total current employees by ethnicity and gender.

**NOTE:** Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises and who offer a diverse workforce.

**B.16.** Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:

(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;
(b) the name of the procuring State agency;
### Section B— General Qualifications & Experience Items

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Description</th>
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<tbody>
<tr>
<td>(c)</td>
<td>a brief description of the contract's specification for goods or scope of services;</td>
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<tr>
<td>(d)</td>
<td>the contract term; and</td>
</tr>
<tr>
<td>(e)</td>
<td>the contract number.</td>
</tr>
</tbody>
</table>

**B.17.**

Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFQ and which represent:

- two (2) accounts Respondent currently services that are similar in size to the State; and
- three (3) completed projects.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed is provided at RFQ Attachment F. References that are not completed as required may be deemed nonresponsive and may not be considered.

The Respondent will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response.

In order to obtain and submit the completed reference questionnaires, follow one of the two processes below:

**Written:**

- (a) Add the Respondent’s name to the standard reference questionnaire at Attachment F, and make a copy for each reference.
- (b) Send a reference questionnaire and a new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - (iv) sign his or her name in ink across the sealed portion of the envelope; and
  - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

**Email:**

- (a) Add the Respondent’s name to the standard reference questionnaire at Attachment F, and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as “[Respondent’s Name] Reference for RFP # 32701-04442”.

**NOTES:**
<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section B— General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪</td>
<td>The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</td>
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<tr>
<td>▪</td>
<td>The State will not review more than the number of required references indicated above.</td>
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<td>▪</td>
<td>While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</td>
</tr>
<tr>
<td>▪</td>
<td>The State is under no obligation to clarify any reference information.</td>
</tr>
</tbody>
</table>

**B.18.** Provide a statement and any relevant details addressing whether the Respondent is any of the following:

- (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;
- (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and
- has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.

**B.19.** Provide a statement as to whether the Respondent and/or any of the Respondent's officers, principals, employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to violating any of the following or comparable law in any jurisdiction. If yes, attach explanation.

- Destruction of Aquatic Life or Habitat (Tenn. Code. Ann. § 70-4-206)

**B.20.** Provide a statement as to whether the Respondent and/or any of the Respondent's officers, principals, employees, agents, independent contractors and/or proposed subcontractors have been convicted or pled guilty to, or pled nolo contendere to violating any of the following or comparable law in any jurisdiction. If yes, attach explanation.
**RESPONDENT LEGAL ENTITY NAME:**

<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section B— General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>• Tampering with or fabricating evidence (Tenn. Code. Ann. § 39-16-503)</td>
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<td></td>
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<td>• Destruction of and tampering with governmental records (Tenn. Code. Ann. § 39-16-504)</td>
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<td>• Destruction of valuable papers with intent to injure or defraud (Tenn. Code. Ann. § 39-14-130)</td>
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<td>• Forgery (Tenn. Code. Ann. § 39-14-114)</td>
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<td></td>
<td></td>
<td>• Theft of Services (Tenn. Code. Ann. § 39-14-104)</td>
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<tr>
<td></td>
<td></td>
<td>• Theft of Property (Tenn. Code. Ann. § 39-14-103)</td>
</tr>
</tbody>
</table>

**B.21.** Provide a summary of leaking UST projects conducted in Tennessee in the last five (5) years by the Respondent's personnel in the local office(s) who will be assigned to provide services under this Contract, including:

a. Number and type of UST related emergency responses;
b. Number of leaking UST’s investigated by local office(s);
c. Number and type of soil and groundwater remediations;
d. Quality Assurance Project or Program Plans prepared or adhered to;
e. Number of UST closures performed including removal or closure in place;
f. Number and type of high resolution site characterizations for petroleum UST release in Tennessee (i.e., Laser Induced Fluorescence (LIF) technology, Optical Imaging Profiler (OIP), Membrane Interface Probe (MIP), surface geophysics, subsurface geophysics, etc.);
g. Number of projects using activated carbon injections for in situ remediation;
h. Number of projects using combined technologies for corrective action and type utilized;
i. Type of alternative recovery well and/or recovery well construction installed for dual-phase corrective action;
j. Corrective action system Operation & Maintenance (O & M) experience and provide a summary of innovative solutions conducted for specific problems encountered.

**B.22.** List the location of Respondent’s Tennessee office(s) along with a chart showing the organizational structure for all staff that will be working under the contract. The organization chart shall use the same names and job titles as provided in the resumes and shall include the name of the company the individual works for if other than the Respondent. Individual personnel for subcontractors such as drillers and laboratories should not be broken down on the chart.

**B.23.** Provide a description of available Respondent-owned equipment as they relate to the Scope of Services to be performed. Subcontractors’ equipment shall be addressed under item B.14.

**B.24.** Provide the name, location, accreditations and capabilities of all analytical laboratories to be used.
<table>
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<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section B— General Qualifications &amp; Experience Items</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>B.25.</td>
<td>Describe the Respondent's project tracking methods including time sheets, billing, file management techniques, cost and expense documentation, case progress tracking and report quality assurance.</td>
</tr>
<tr>
<td></td>
<td>B.26.</td>
<td>Describe the experience possessed by the Respondent's personnel in the local office(s) who will be assigned to develop and submit invoices/requests for reimbursement using the TDEC-Division of Underground Storage Tanks cost database under this Contract.</td>
</tr>
</tbody>
</table>
|                                       | B.27.     | Provide a statement of whether or not the Respondent has any current contracts for projects similar to the services sought under this RFQ with other States or has completed any contracts with any other States for projects similar to the services sought under this RFQ within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:  
(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;  
(b) the procuring State agency name;  
(c) a brief description of the contract's scope of services;  
(d) the contract term; and  
(e) the contract number. |

**SCORE (for all Section B— Qualifications & Experience Items above):**  
(maximum possible score = 50)
TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.

The State will assess the Respondent’s Technical Qualifications, Experience and Approach through a series of multiple-choice questions.

The Respondent shall complete the answer sheets for each question, in sequence, listed in Attachment I with the answer sheets provided in Attachment J. The answer sheets shall be copied exactly and then completed. The formatting and size shall not be adjusted. If the answer sheet formatting or size is altered, the proposal may be deemed as non-responsive and rejected. Select one answer per question. If more than one answer is selected per question, the proposal may be deemed as non-responsive and rejected.

<table>
<thead>
<tr>
<th>RESPONDENT LEGAL ENTITY NAME:</th>
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</table>

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.

<table>
<thead>
<tr>
<th>Total Raw Weighted Score:</th>
<th>(sum of Raw Weighted Scores above)</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Total Raw Score from Attachment J</th>
<th>Maximum Possible Raw Score from Attachment J</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 50 (maximum possible score)</td>
<td>= SCORE:</td>
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State Use – Evaluator Identification:

State Use – Solicitation Coordinator Signature, Printed Name & Date:
SCORE SUMMARY MATRIX

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<th>RESPONDENT NAME</th>
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<td>TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)</td>
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_Solicitation Coordinator Signature, Printed Name & Date:_
STATEMENT OF CERTIFICATIONS AND ASSURANCES

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106." For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--library--public-information-library.html.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE: __________________________________________

PRINTED NAME & TITLE: ______________________________________

LEGAL ENTITY NAME: ________________________________________
REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be responsible for obtaining completed reference questionnaires as required (refer to RFQ Attachment B, General Qualifications & Experience Items, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent’s Technical Proposal.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:
(a) Add the Respondent’s name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
(b) Send a reference questionnaire and new, standard #10 envelope to each reference.
(c) Instruct the reference to:
   (i) complete the reference questionnaire;
   (ii) sign and date the completed reference questionnaire;
   (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
   (iv) sign his or her name in ink across the sealed portion of the envelope; and
   (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
(d) Do NOT open the sealed references upon receipt.
(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:
(a) Add the Respondent’s name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
(b) E-mail a reference questionnaire to each reference.
(c) Instruct the reference to:
   (i) complete the reference questionnaire;
   (ii) sign and date the completed reference questionnaire;
   (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as “[Respondent’s Name] Reference for RFQ # 32701-04442”.

NOTES:
▪ The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
▪ The State will not review more than the number of required references indicated above.
▪ While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
▪ The State is under no obligation to clarify any reference information.
RFQ # 32701-04442 REFERENCE QUESTIONNAIRE

RESPONDENT NAME: RESPONDENT NAME (completed by respondent before reference is requested)

The “respondent name” specified above, intends to submit a response to the State of Tennessee in response to the Request for Qualifications (RFQ) indicated. As a part of such response, the respondent must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

▪ complete this questionnaire (either using the form provided or an exact duplicate of this document);
▪ sign and date the completed questionnaire;

Physical:
▪ seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
▪ sign in ink across the sealed portion of the envelope; and
▪ return the sealed envelope containing the completed questionnaire directly to the respondent.

E-Mail:
▪ e-mail the completed questionnaire to:
  Shane Gibson: shane.gibson@tn.gov

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

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<td>TELEPHONE #:</td>
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<td>E-MAIL ADDRESS:</td>
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(3) What goods or services do/did the vendor provide to your company or organization?

(4) What is the level of your overall satisfaction with the vendor of the goods or services described above?
Please respond by circling the appropriate number on the scale below.

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<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
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least satisfied | most satisfied

If you circled 3 or less above, what could the vendor have done to improve that rating?

(5) If the goods or services that the vendor provided to your company or organization are completed, were the goods or services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the vendor is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the vendor’s ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery do/did the vendor excel?

(9) In what areas of goods or service delivery do/did the vendor fall short?

(10) What is the level of your satisfaction with the vendor’s project management structures, processes, and personnel?
Please respond by circling the appropriate number on the scale below.

1 2 3 4 5
least satisfied most satisfied

What, if any, comments do you have regarding the score selected above?

(11) Considering the staff assigned by the vendor to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

1 2 3 4 5
least satisfied most satisfied

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the vendor for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

1 2 3 4 5
least satisfied most satisfied

What, if any, comments do you have regarding the score selected above?
REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

__________________________________________
(must be the same as the signature across the envelope seal)

DATE:

__________________________________________
RFQ # 32701-04442 PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.
CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Environment and Conservation (“State”) and Contractor Legal Entity Name (“Contractor”), is for the provision of leaking underground storage tank services, as further defined in the “SCOPE.” State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. The Contractor, at the request of the State, shall provide services related to the investigation, containment, and remediation at sites where petroleum products may have leaked from underground storage tanks (UST). The services shall include, but not be limited to:

   a. tank tightness testing,
   b. emergency response activities,
   c. initial abatement,
   d. tank removal,
   e. soil transportation and disposal,
   f. product recovery and disposal via vacuum trucks or other methods,
   g. investigation and cleanup activities,
   h. spill response,
   i. installation and maintenance of booms and pads in creeks,
   j. installation of venting systems in impacted sewers or buildings,
   k. provision of alternate water supplies,
   l. maintenance and storage of the State's remediation equipment,
   m. installation of monitoring wells,
   n. soil and groundwater sampling,
   o. installation of remediation systems,
   p. operation and maintenance of remediation systems,
   q. refurbishment of remediation systems
A.3. Prior to the Contractor commencing any work, the State shall issue a Notice to Proceed (NTP) via electronic mail and/or other electronic mechanism to the Contractor that outlines the technical requirements on a site-specific basis. Contractor will provide a written plan for the project and submit it to the State for review and approval if requested by the State.

A.4. The State will select projects to be completed under the Leaking UST Services Contract. In the event modifications or additions to the original Notice to Proceed are deemed necessary, the State shall notify the Contractor in writing. In the event that the State determines that work at any site is completed or that additional work at a site is not necessary, activities at the site will cease and the Contractor will be compensated for that percent of each task completed at that time. It is the intent of this Contract that the State shall have the right to cease operations at any site on which a Notice to Proceed was previously issued by notifying the Contractor either verbally or in writing. Any verbal stop-work order will be confirmed in writing.

A.5. When the State has determined that a petroleum site constitutes an imminent, substantial danger to the public health, safety, and/or environment, the Contractor shall respond to the situation within four (4) hours of notification by the State. The Contractor shall be prepared to perform such work as venting explosive vapors in buildings and sewers, providing alternate water supplies, placing and maintaining oil absorbent booms and pads in a creek, removing standing product or contaminated water from pits or tanks, etc.

In the event of a freezing weather forecast, the Contractor shall respond by travelling to the sites with State-owned corrective action systems (CAS) to perform the maintenance necessary to prevent damage due to frozen pipes and other parts/equipment.

A.6. In instances where the danger is not determined to be imminent, within 24 hours of notification by the State, the Contractor shall mobilize on site a sampling/reconnaissance team. This team shall be able to assess the situation at a leaking petroleum site and develop a cleanup plan to abate all immediate risks to the public health and/or the environment.

A.7. The Contractor, at the State’s request, shall remain on site to continue such action as is necessary to prevent further environmental damage from the release of petroleum from a leaking UST system. The Contractor shall be prepared to perform work as directed by the State to locate the source of petroleum release.

A.8. Any and all activities conducted by the Contractor, including the development of any and all plans and reports, shall comply with Chapter 0400-18-01, Rules of the Department of Environment and Conservation, Division of Underground Storage Tanks, Underground Storage Tank Program which can be found at https://publications.tnsosfiles.com/rules/0400/0400-18/0400-18.htm, as well as published guidelines and guidance documents found at https://www.tn.gov/environment/program-areas/ust-underground-storage-tanks/forms-guidance.html. The rules, guidelines, and guidance documents may be updated during the term of the contract.

A.9. Unless otherwise stated, all permits, applications, or waste transport identification numbers (such as monitoring well installation permits, National Pollution Discharge Elimination System (NPDES) permit applications, injection well permit applications, air permit applications, hazardous waste generator ID number forms, solid waste disposal permits, etc.) necessary to conduct work during investigations and corrective actions at Leaking Underground Storage Tank (LUST) Trust Fund sites and any other UST sites will be obtained by the Contractor on behalf of the State or as an agent for the State.

A.10. The schedule for submission of cost estimates, plans, reports, and the implementation of these plans or activities will be defined in the Notice to Proceed on a site-specific basis. Plans and reports to be submitted by the Contractor may include but are not limited to:

a. Field Work Notification
b. Health and Safety Plan

c. UST Permanent Closure Application (Site Closure Plan)

d. UST Permanent Closure Report – For more information see: https://www.tn.gov/environment/program-areas/ust-underground-storage-tanks/forms-guidance.html

e. Tennessee Risk Based Corrective Action (TRBCA) Closure Report

f. Hazard Notification Report – this form shall be completed and submitted to the Division of Underground Storage Tanks within seventy-two (72) hours upon the discovery of impacted drinking water, petroleum vapors, free product, and/or other hazards. For more information see: https://www.tn.gov/environment/program-areas/ust-underground-storage-tanks/forms-guidance.html

g. Site Check Report – For more information see: https://www.tn.gov/content/dam/tn/environment/underground-storage-tanks/documents/tgds/ust_guidance_tgd-0121.pdf


j. Impacted Drinking Water Supply Temporary Response Proposal

k. Impacted Drinking Water Supply Permanent Response Proposal


m. Petroleum Vapor Impact Temporary Response Proposal

n. Petroleum Vapor Impact Permanent Proposal

o. Application to Perform MEME – For more information see: https://www.tn.gov/content/dam/tn/environment/underground-storage-tanks/documents/tgds/ust_guidance_tgd-0161.pdf

p. 8-hour MEME Report

q. 24-hour MEME Report


s. Free Product Investigation Proposal

t. Free Product Investigation Report

u. Free Product Removal Plan

w. Additional Monitoring Well Proposal – A written proposal including the rationale, cost and locations for additional monitoring well installations.

x. Additional Well Installation Report


z. Additional Remediation and/or Risk Management Evaluation – with UST Division approval

aa. Risk Analysis Report


cc. Soil Gas Survey Report

dd. Soil Source Removal Proposal

ee. Soil Source Removal Report

ff. Risk Reduction Proposal

gg. Risk Reduction Report

hh. Institutional Control Proposal

ii. Institutional Control Report

jj. Engineering Control Proposal

kk. Engineering Control Report


mm. CAP with Groundwater Contamination


oo. Closure Monitoring Report (CMR)

pp. Corrective Action Baseline Monitoring Report (CABMR)

qq. Corrective Action Monitoring Report with as-built diagrams (CAMR-ab)

rr. Corrective Action Monitoring Report (CAMR)
ss. Corrective Action Closure Monitoring Report (CACMR)

tt. National Pollution Discharge Elimination System (NPDES) permit application – For more information see: https://www.tn.gov/content/dam/tn/environment/underground-storage-tanks/documents/tgds/ust_guidance_tgd-0101.pdf

uu. Discharge Monitoring Report (DMR)

vv. Publicly owned treatment works (POTW) Application

ww. POTW Report

xx. Air Exceedance Report

yy. Annual Air Emissions Report

zz. Monitoring Well Maintenance Fee

aaa. Monitoring Well Permit

bbb. Boring Log Installation submittal

ccc. Public Notice of Corrective Action

ddd. Corrective Action System Deactivation Checklist

eee. Corrective Action System Decommission Checklist

fff. Monitoring Well Abandonment Report

ggg. Other reports as required by the UST Division

A.11. Should the State request the Contractor to modify any plan/report or reject the plan, the Contractor must submit a revised plan/report within thirty (30) working days of the written Notice from the State. The State will not compensate a Contractor for expenses specific to the development of a plan/report that has been rejected or modified one (1) or more times even though the State may request further modifications of the plan. Compensation for work performed under this Contract will be paid after approval and acceptance by the State of the work performed.

A.12. Quality Management Plan. TDEC has entered into grants and cooperative agreements with the U.S. Environmental Protection Agency to implement federally mandated environmental programs in Tennessee. Per EPA CIO Policy 2105.0, which directs the implementation of an agency wide quality management system, TDEC has agreed to implement an agency wide quality management system when it enters into each TDEC/EPA grant and cooperative agreement. TDEC has developed and implemented a Quality Management Plan for activities that generate and utilize environmental data. This Quality Management Plan requires that TDEC ensure that environmental data generated and used to make environmental decisions is scientifically sound, legally defensible and meets defined precision and accuracy requirements. Per the requirements of 2 CFR 200, 2 CFR 1500 and 48 CFR 46, States require that contractors receiving federal funds must meet quality management system requirements.

Work performed by the Contractor for TDEC shall meet the criteria set in place by the TDEC Quality Management Plan as described in “Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs (ANSI/ASQC E4-1994)” and “EPA Requirements for Quality Management Plans (QAR-2)”. The Contractor shall either submit for approval or develop Quality Assurance Project Plans as deemed necessary by TDEC for review and approval. For projects and tasks that TDEC has developed Quality Assurance Project Plans and Standard Operating Procedures, the Contractor agrees to meet the
requirements of said quality assurance & quality control documents, which will be provided to the Contractor.

A.13. Electronic Mail. The Contractor shall have the capability to send and receive electronic mail. The Contractor shall maintain electronic mail capability for the duration of the contract.

A.14. Required Staff. The Contractor shall have the following personnel on staff in house (not subcontracted) for the duration of the contract:

a. A geologist with a current Tennessee Professional Geologist (P.G.) license or an engineer with a current Tennessee Professional Engineer (P.E.) license with demonstrated competence in the specific technical field involved in this contract, and

b. One (1) corrective action system specialist with a current certification from a UST Division approved manufacturer of high vacuum dual phase remediation systems per region awarded.

A.15. The Contractor shall maintain an office within the boundaries of the State of Tennessee throughout the duration of the contract.

A.16. All employees of the Contractor performing work under this contract shall attend all UST Division-led Corrective Action Contractor training events for the duration of the contract.

A.17. The Contractor’s personnel assigned to develop and submit invoices/requests for reimbursement shall meet with the UST Division’s Reimbursement Program Manager within the first quarter of the contract and annually thereafter for the duration of the contract.

A.18. UST Approved Corrective Action Contractor Status. The Contractor must be a Corrective Action Contractor approved to be eligible to perform fund eligible work under Rule 0400-18-01-09(15) (“Approved Corrective Action Contractor”) and remain as such during the entire contract period. Failure to maintain this requirement shall result in the immediate termination of the contract at the discretion of the State.

A.19. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Attachment 3, shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.

A.20. Reference Materials. The Contractor must have a complete copy (paper or electronic) of the following documents any time they are at a Contract site:


A.21. Work Products. Any field work notifications, reports, applications, plans, cost estimates, or other work products required to be submitted to the State by the Contractor must also be submitted in electronic form.

A.22. Contractor Personnel. The State reserves the right to require the Contractor to replace Contractor and/or subcontractor employees whom the State deems to be unsatisfactory, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State. Before a written request is issued, authorized representatives of the State and the Contractor will discuss the circumstances. Upon receipt of a written request from an authorized representative of the State, the Contractor shall be required to proceed with the replacement. The Contractor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the State the right to require the Contractor to terminate any Contractor employee’s employment. Rather, this provision is intended to give the State only the right to require that the Contractor discontinue using an employee in the performance of services to the State.

A.23. Contractor Assignments. The State reserves the right to assign any Contractor work in any Region at any time.

A.24. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If
Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

A.25. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State.

B. **TERM OF CONTRACT:**

This Contract shall be effective for the period beginning on May 2, 2022 (“Effective Date”) and ending on May 1, 2027, (“Term”). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. **Compensation Firm.** The payment methodology in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct or indirect costs incurred or to be incurred by the Contractor.

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.


   c. When directed by the State to perform services 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 RGD - 002 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 RGD – 002 and shall only apply on state holidays listed at https://www.tn.gov/about-tn/state-holidays.html. Premium rates are only applicable to the Staff Rates listed within RGD – 002 as amended from time to time. 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.

d. Freight charges on well installation and drilling supplies, casing, screen, bentonite, etc., will be reimbursed at the Contractor’s actual cost as documented by a copy of the freight invoice.

e. Analyticals, other items and tasks required by the State but not listed in RGD - 002 will be reimbursed at the Contractor’s actual cost plus mark-up as documented by a copy of the invoice.

i. Three (3) bids or quotes shall be obtained by the Contractor, if practicable, and submitted to the Division for approval for items not listed in the RGD-002. If fewer than three (3) bids or quotes cannot be obtained, a justification shall be submitted with the bids or quotes received for Division approval.

f. All personnel must meet the qualifications enumerated in RGD - 002, “Personnel Descriptions.”

C.4. **Travel Compensation.** Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the current “State Comprehensive Travel Regulations.”

The “State Comprehensive Travel Regulations” can be accessed at https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf, and are amended from time to time.

The Contractor shall only be reimbursed for mileage within Tennessee with a maximum 300 miles round trip. If the vehicle size is not specified, the lowest rate will be applied. The Contractor is also limited to five (5) hours of round trip travel time. Personnel Mileage to and from sites shall be determined starting from the Contractor’s office that is located closest to the specific UST site or from another UST site, if traveling between sites.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of requested travel compensation and appropriate documentation and receipts as required by the “State Comprehensive Travel Regulations.”

C.5. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

ust.reimbursement@tn.gov

a. “Contract Work” shall be included in the subject line of the emails submitting invoices.


In addition to what is required in RGD – 002, each invoice shall include copies of timesheets for all personnel charges and a copy of the Notice to Proceed for the work invoiced.
c. Contractor’s invoices shall:

   (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
   (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
   (3) Not include Contractor’s taxes, which includes without limitation Contractor’s sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
   (4) Include shipping or delivery charges only as authorized in this Contract.

d. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

e. All invoices for work required under this contract shall be submitted within sixty (60) days of completion of a task. Invoices submitted for payment of tasks performed after more than sixty (60) days prior to the date of invoice submission, but less than one (1) year of performance of the task or tasks covered by that invoice may be accepted at the discretion of the State. Invoices submitted for payment of tasks more than one (1) year after performance of the task or tasks covered by that invoice will be denied payment in accordance with Rule 0400-18-01-.09(12)(f).

f. The Contractor shall submit a progress report on the status of their invoicing and work required, but not performed. This report shall be in Excel® format and shall include:

   (1) Quarterly
      i. A list, including the facility name and facility ID number, of all outstanding invoices that have not been submitted to the State for payment; and
      ii. A list, including the facility name and facility ID number, of all work that has been required, but has not commenced.
   (2) Annually
      i. In addition to the information required in the quarterly report, by July 10 of each contract year the contractor shall also provide the total amount paid under the contract as of end of June 30.

C.6. **Payment of Invoice.** A payment by the State shall not prejudice the State’s right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. **Invoice Reductions.** The Contractor’s invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. **Prerequisite Documentation.** The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

   a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State,
payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor’s Federal Employer Identification Number or Social Security Number referenced in the Contractor’s Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. **Required Approvals.** The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Geina Skinner, Environmental Program Director
Department of Environment and Conservation
Division of Underground Storage Tanks
312 Rosa L. Parks Ave., 12th Floor
Nashville, TN 37243
geina.skinner@tn.gov
Telephone # 615-812-3903
FAX # 615-532-0199

The Contractor:

**Contractor Contact Name & Title**
**Contractor Name**
**Address**
**Email Address**
**Telephone # Number**
**FAX # Number**

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State’s exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State.
and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. **Termination for Convenience.** The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. **Assignment and Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by
submitting to the State a completed and signed copy of the document at Attachment 1: Attestation Re Personnel, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor’s records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health
insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor’s failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary, consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State’s total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

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 two (2) times 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.

D.19. 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 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 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.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably
necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of
alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. **State and Federal Compliance.** The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor’s performance of this Contract.

D.26. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. **Entire Agreement.** This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties’ agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor’s duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1 – Attestation Re Personnel Used in Contract Performance, Attachment 2 – Sample Letter of Commitment to Diversity, Attachment 3 – State and Contractor Authorized Individuals, and Attachment 4 – Performance Bond;
c. any clarifications of or addenda to the Contractor’s proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor’s response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor’s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention (“SIR”) over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor’s sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor’s policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.
The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

  1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

  1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:

     i. Workers’ compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

  2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

     i. The Contractor employs fewer than five (5) employees;

     ii. The Contractor is a sole proprietor;

     iii. The Contractor is in the construction business or trades with no employees;

     iv. The Contractor is in the coal mining industry with no employees;
v. The Contractor is a state or local government; or


c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

   i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;

   ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

   iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase “extended reporting” or “tail coverage” for a minimum of five (5) full years from the date of the final Contract payment.

2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate; and

3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

e. Pollution Liability Insurance

1) The Contractor shall maintain Pollution liability insurance, in an amount not less than $1,000,000 per occurrence and $1,000,000 in the aggregate insuring:

   i. clean-up on or off site for conditions or releases;

   ii. claims for third-party liability (including bodily injury, property damage, natural resources damages, property loss of use/revenue, and clean-up) due to conditions or releases of pollutants;

   iii. claims for cleanup on or off-site or for third-party liability resulting from releases, either sudden or gradual, occurring during construction, operation and testing;

   iv. claims for third-party liability associated with waste disposal activities during construction, operation and testing;
v. contingent liability arising out of the transportation of pollutants;

vi. claims for cleanup or third party liability arising from spills from owned or leased vehicles during construction, operation and testing; and

vii. government mandated liability for cleanup arising from releases or contamination. If insured on a claims-made policy form, the policy providing this coverage shall include an extended claim reporting period of not less than 3 years.

D.33. **Major Procurement Contract Sales and Use Tax.** Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor’s subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor’s subcontractors and that are subject to tax.

D.34. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

D.35. **Equal Opportunity.** The Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
   (2) Layoff or termination;
   (3) Rates of pay or other forms of compensation; and
   (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.
E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract’s other terms and conditions.

E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor’s Response to 32701-04442 (Attachment 2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor’s performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor’s Office of Diversity Business Enterprise in the TN Diversity Software available online at: https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

E.3. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor’s request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Commissioner to procure by non-competitive procurement as a condition for reimbursement.

E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor’s use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.
E.6. **Performance Bond.** The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract, specifically faithful performance of the work in accordance with the plans, specifications, and contract documents. The performance bond shall be in an amount equal to one hundred percent (100%) of the Maximum Liability, One Hundred Thousand Dollars ($100,000.00) per region awarded. The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment 4: Performance Bond. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Contract is extended or renewed.

Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State of Tennessee Central Procurement Office’s prior written approval.

E.7. **Partial Takeover of Contract.** The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a “Partial Takeover”). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State’s exercise of a Partial Takeover shall not alter the Contractor’s other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State’s exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State’s exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.8. **Federal Funding Accountability and Transparency Act (FFATA).** This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. **Reporting of Total Compensation of the Contractor’s Executives.**

   (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor’s preceding completed fiscal year, if in the Contractor’s preceding fiscal year it received:

      i. 80 percent or more of the Contractor’s annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

      ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

      iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at [http://www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)
As defined in 2 C.F.R. § 170.315, “Executive” means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.

d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

The Contractor’s failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE    DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:
The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

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CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual’s authority to contractually bind the Contractor, unless the signatory is the Contractor’s chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION
SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)
(Address)
(Date)
(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

(i) Name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran, or disability) of anticipated diversity subcontractors and suppliers:

(ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

(iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State’s efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses.

2. Reporting monthly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)
Attachment 3 will be the State and Contractor Authorized Individuals as stipulated in *pro forma* contract section A.19.
[EXAMPLE]

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter called the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, in the penal sum of

$100,000.00 per UST region awarded

(Dollar Amount of Bond)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principle for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services in a written Contract bearing the Contract Number (assigned by the State of Tennessee):

RFQ 32701-04442

(Contract Number)
a copy of which said Contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the
Principle to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote subcontractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

**AND** for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

**IN WITNESS WHEREOF** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers,

on this __________ day of ________________________, 20__________.

**WITNESS:**

(Name of Principal)  
Authorized Signature of Principal)  
(Name of Signatory)  
(Title of Signatory)  

(Name of Surety)  
(Signature of Attorney-in-Fact)  
(Name of Attorney-in-Fact)  
(Tennessee License Number of Agent or Attorney-in-Fact)  

(Counter Signature of Resident Agent if not same as Attorney-in-Fact)

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. The Attorney-in-Fact who executes bond on or on behalf of the Surety shall be licensed by and a resident of the State of Tennessee, and the Attorney-in-Fact's license number shall be affixed to the bond; or, countersignature by a licensed Agent who is a resident of the State of Tennessee, and the Agent's license number shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.
LEAKING UNDERGROUND STORAGE TANK SERVICES REGIONS
SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE AND APPROACH QUESTIONS
1. A groundwater monitoring event involved gauging and sampling four (4) 20-foot monitoring wells. Based on Reimbursement Guidance Document (RGD)-002 and Division policy, what personnel time is reimbursable for this task?
   A. Up to 10 hours onsite time for one senior technician plus travel time.
   B. This task is lump-sum based on the number of wells sampled, plus travel time for one person.
   C. This task is lump-sum based on the number of wells sampled, plus travel time for the number of people conducting the work.
   D. Up to 10 hours onsite time for two technicians plus travel time.

2. Site checks (including modified) always include:
   A. At least one monitoring well
   B. An initial soil source investigation
   C. At least one soil boring with a minimum of two soil samples
   D. At least one soil boring with a minimum of one soil sample

3. A Hazard Notification Report is required for each of the following except:
   A. Discovery of impacted drinking water
   B. Discovery of petroleum vapors
   C. Discovery of free product
   D. Discovery of defective spill containment basin(s)

4. When conducting a soil gas survey (SGS), always conduct the following prior to sample collection:
   A. Purge the system of no more than three (3) volumes and conduct vacuum testing once; record the vacuum loss if observed
   B. Purge the system of at least three (3) volumes and conduct vacuum testing each time a soil gas sample is collected; ensure a passing vacuum test before sampling
   C. Purge the system of no more than three (3) volumes and conduct vacuum testing each time a soil gas sample is collected; ensure a passing vacuum test before sampling
   D. Purge the system of at least three (3) volumes and conduct vacuum testing once; record the vacuum loss if observed
5. All of the following statements regarding SGSs are false except:
   A. Isopropanol (70% rubbing alcohol) or a sharpie can be used as tracer to determine if leaks are present in the sampling train
   B. In order to minimize waste, use only one pair of disposable gloves for the entire sampling event
   C. Lightly dampen a paper towel with 70% rubbing alcohol to determine if leaks are present in the sampling train
   D. Use a minimum of 1 cup of 70% rubbing alcohol poured over a paper towel and directly onto the sampling train to determine if leaks are present

6. When performing a SGS, probes should not be installed within ____ hours of a significant precipitation event [i.e., one-half inch or more of rain within a twenty-four hour period].
   A. 24
   B. 48
   C. 72
   D. 96

7. When conducting a SGS, after advancing the probe point to the target depth, the drive rod shall be retracted ____ inches.
   A. 3
   B. 4
   C. 6
   D. 12

8. For a SGS, it is recommended that the sample train be assembled prior to arrival to the site. Who should assemble the sample train?
   A. The driller
   B. The driller’s helper
   C. The laboratory sending SGS sampling equipment
   D. The CAC performing the SGS

9. Sample groundwater for EPH:
   A. When the site is classified as a drinking water site
   B. Never
   C. When there is surface water within 0.1 miles of the site
   D. At tank closure if groundwater enters the tank pit
10. **Chemicals of concern (COCs) for gasoline only sites include:**
   A. BTEX, MTBE, naphthalene, PAHs, and EPH
   B. BTEX, MTBE, and naphthalene
   C. BTEX, MTBE, naphthalene, EDB, EDC, and PAHs
   D. BTEX, MTBE, naphthalene, and PAHs

11. **When abandoning a monitoring well, the following is required except:**
   A. Grout mixture of Portland cement and 4%-6% powdered bentonite
   B. Grout density of 13.5 to 14.1 lbs/gal
   C. Sand slurry mixture of 2.5 to 5 ratio
   D. Completed by a licensed well driller

12. **Once a potential laboratory soil sample has been properly jarred and placed on ice, the remainder of the soil shall be classified and placed in a sealing plastic bag, leaving some air space. The bag shall be properly labeled and the sample allowed to volatilize for a minimum of _____minutes at a minimum of 68°F.**
   A. 2
   B. 5
   C. 10
   D. 15

13. **The number of samples required during tank closure is based on:**
   A. total number of tanks located at the facility
   B. total capacity of all tanks in the same tank pit
   C. total capacity of tanks over 5000 gallons only

14. **The number of line trench samples required during line closure is based on:**
   A. total length of the trench
   B. total capacity of lines in the trench
   C. total number of lines in the trench

15. **Which material is NOT approved for filling a tank being closed in place:**
   A. concrete
   B. dry sand
   C. concrete/bentonite slurry
   D. foam
16. A monitoring well is required during closure when:
   A. soil samples immediately on top of bedrock are above benzene initial screening levels (ISLs)
   B. water is discovered in the tank pit, even if it does not recharge after removal/pumping
   C. soil sample results are above benzene ISLs regardless of resample results after over-excavation
   D. water recharges in the tank pit no matter what the sample results are

17. You have been hired to submit a proposal for closure of two (2) 5000-gallon gasoline underground storage tanks (USTs), one (1) 2000-gallon kerosene UST, one (1) 3000-gallon diesel UST, and one (1)-1000 gallon unknown contents aboveground storage tank (AST). You must include soil sampling for:
   A. Four (4) samples: BTEX, naphthalene, MTBE, EPH, PAHs, and metals
   B. Five (5) samples: BTEX, naphthalene, MTBE, EPH, PAHs, and metals
   C. Four (4) samples: BTEX, naphthalene, MTBE, and EPH
   D. Five (5) samples: BTEX, naphthalene, MTBE, and EPH

18. When conducting an initial soil source investigation, a maximum of ____ borings can be installed at any given site.
   A. 10
   B. 12
   C. 15
   D. 20

19. Also, while conducting an initial soil source investigation soil samples < ______ feet apart will not be considered fund reimbursable.
   A. 10
   B. 12
   C. 15
   D. 20

20. Before completing an Initial Response Hazard Management Report (IRHMR), the following is ALWAYS required:
   A. An initial soil source investigation
   B. Installation of four (4) monitoring wells
   C. Results of a water use survey
   D. A modified site check
21. When installing a groundwater monitoring well, a centralizer shall be used in wells greater than _____ feet in depth. The centralizer shall be placed below the screened interval at the bottom of the well.
   A. 20
   B. 25
   C. 30
   D. 40

22. All of the items below are true of Soil COC plume maps except:
   A. Must include maps for all COCs with any detection
   B. Must include the locations of all tanks
   C. Must include a depiction of horizontal extent of free product
   D. No more than three (3) COCs can be included on one map

23. When installing monitoring wells for an Initial Site Characterization Report (ISCR), the following is true:
   A. Single cased or open hole wells to monitor the second water bearing zone encountered
   B. A minimum of six (6) monitoring wells
   C. Double cased wells for ALL bedrock encountered
   D. Single cased or open hole wells to monitor the uppermost water bearing zone

24. Single cased wells (for ISCR) require (unless otherwise approved by the Division):
   A. A diameter of a minimum of four (4) inches larger than the outside diameter (OD) of the well casing
   B. A diameter of a minimum of six and ½ (6.5) inches larger than the OD of the well casing
   C. A diameter of a minimum of two and ½ (2.5) inches larger than the OD of the well casing
   D. A diameter of a minimum of twelve (12) inches larger than the OD of the well casing

25. For analytical tables in an ISCR, reporting concentrations a non-detect (ND or BDL) is acceptable provided that is how they are listed on the laboratory report.
   A. True
   B. False
26. How often should a calibration of a photoionization detector (PID) be checked?
   A. Annually, by a factory trained technician.
   B. Daily before being used.
   C. When the results seem off.
   D. Monthly, even when sitting on a shelf.

27. When conducting a RDC, what is the minimal sampling interval recommended for laboratory analysis as a baseline guidance?
   A. Every 4 feet extending from ground surface to the soil/bedrock interface or termination interval
   B. Every 5 feet beginning at the water table and extending to the proposed total depth
   C. Every 1 foot beginning at ground surface and extending to the top of the inferred water table
   D. Every 2 feet extending to the soil/bedrock interface or termination interval

28. Referring to the question above, when would a field professional deviate from the approved proposal and increase sampling density or the proposed plan?
   A. If gross contamination is observed (visual, PID, etc.)
   B. If distinct lithologic changes occur within the sampling interval
   C. If contamination appears to extend beyond the proposed termination depth and bedrock has not been encountered
   D. All the above

29. Depending on lithology, saturated contaminant mass in the soil can make up as much as ____% of total contaminant present:
   A. 25%
   B. 40%
   C. 60%
   D. 90%

30. How long is soil data valid?
   A. 1 year
   B. 2 years
   C. 5 years
   D. All data has value, however the older the data the less the value for making decisions
31. Which of the following are critical to in-situ (injection) design?
   A. Speciated data (e.g. benzene)
   B. Total Mass (e.g. total hydrocarbons)
   C. All the above

32. When collecting RDC samples for BOS 200®, boring logs should be completed by the CAC?
   A. Yes
   B. No

33. Why does Remediation Products Inc. (RPI) require their TvPH analysis when evaluating a site for Trap and Treat BOS 200®?
   A. Their lab can run the analysis, so why not.
   B. They always used TvPH, so why conform with the Division’s COCs.
   C. All data should be considered regardless of its importance.
   D. The Trap and Treat BOS 200 will accept electrons from some of the smaller hydrocarbon chains before accepting those from the COCs.

34. What are the materials that comprise BOS 200®?
   A. Biochar
   B. Powdered Activated Carbon
   C. Terminal Electron Acceptors and Nutrients
   D. Facultative Microbial Blend
   E. All the above
   F. B thru D only

35. What are the sequestration and treatment mechanisms that BOS 200® utilizes to remove and destroy contaminants?
   A. In-Situ Chemical Oxidation + In-Situ Chemical Reduction
   B. Surfactant flushing + Encapsulation
   C. Phytoremediation + Nano-scale Hydrolysis
   D. Adsorption + Biodegradation
   E. Fermentation + Dehalogenation
36. In Overburden settings, how is BOS 200® installed at the injection location?
   A. Hollow-stem auger blending
   B. Dedicated injection well
   C. Direct-push tool with retractable screen
   D. Bottom-up via expendable point or pressure-activated tip
   E. Top-down via a pressure activated or a specialized injection tip

37. What are the primary terminal electron acceptors (TEAs) included in the BOS 200® product?
   A. Oxygen and Carbon Dioxide
   B. Ferric Iron and Manganese
   C. Lactate and Propionate
   D. Nitrate and Sulfate
   E. Ferrous Iron and Methane

38. Which of the following methods would not be appropriate for injection of activated carbon in competent bedrock?
   A. Cased injection well
   B. Top-down via direct push technology
   C. Straddle packer in open borehole
   D. A and B

39. If daylighting/surfacing of fluids occur during injections of BOS 200®, all work should be terminated.
   A. True
   B. False

40. In most cases, the layout of the injection grid rows should be _____ to groundwater flow?
   A. Parallel
   B. Perpendicular
41. What are the metrics for verifying effective distribution of injection BOS 200®?
   A. Injection pressure signatures are consistent with those expected for the site lithology (break versus fluidization for clay and sand, respectively)
   B. Hydraulic influence of site monitoring wells
   C. Daylight/Surfacing of BOS at a distance
   D. Soil Cores visual verification of BOS 200®
   E. All the above

42. For the following site conditions what would be the most acceptable triangular injection point grid spacing? Clay soil and depth to groundwater of 6 feet below ground surface (bgs).
   A. 10’ triangular grid
   B. 7.5’ triangular grid
   C. 5’ triangular grid
   D. All the above

43. When looking for light non-aqueous phase liquid (LNAPL) or contamination, which of the following high-resolution techniques is not beneficial:
   A. Optical imaging profiler
   B. Ground penetrating radar
   C. Ultraviolet optical screening tool
   D. Downhole camera

44. When conducting High Resolution Site Characterization (HRSC) using laser induced fluorescence (LIF), the following is allowed without Division approval:
   A. Advancing the LIF tool 5 feet from another location that had a high response
   B. Adding an extra day to the investigation
   C. Foregoing approved locations because they seem unnecessary
   D. Advancing the LIF tool 15 feet from another location as approved in the HRSC proposal

45. What task should be conducted during every Corrective Active System (CAS) site visit?
   A. Back flush the carbon vessels
   B. Complete CAS Entry Log
   C. Take ground water levels
   D. Clean the air stripper packing
   E. Spend at least 3 hours on site
46. What are the proper settings for the stripperator inlet air dampers for warm weather?
   A. Inside open, outside open
   B. Inside open, outside closed
   C. Inside closed, outside open
   D. Dampers should be removed

47. Which of the following activities should be conducted during Decommissioning?
   A. Remove sound box
   B. Disconnect and remove electric line
   C. Remove/disassemble electrical riser
   D. Disconnect/remove discharge piping
   E. Terminate discharge permit
   F. All of the above

48. Based on the typical state-owned Corrective Action System, what is pictured below?
   A. Conductivity Probes
   B. Phase Monitor
   C. Transformer
   D. Control Panel
   E. All of the above
   F. B through D
49. The holes in the aeration tubes in a typical state-owned Corrective Action System should be facing?
   A. Up
   B. Down
   C. Alternating up and down

50. At a minimum, how often should the drive coupling be inspected for wear or abrasions?
   A. Every visit
   B. Monthly
   C. Quarterly
   D. Annually
   E. All of the above

51. A fouled air oil separator (AOS) filter may cause the following issue(s)?
   A. Oil high temperature alarm
   B. A high amperage draw
   C. Liquid ring pump motor MSP/breaker to trip
   D. Oil to be emitted out of the stack
   E. All of the above
   F. None of the above

52. Adjusting the dampers on the air stripperator inlet ducting may affect the following.
   A. Temperature in the system enclosure
   B. Water level in the stripping chamber
   C. The amperage draw on the air stripper blower
   D. The stripperator blower motor MSP/breaker
   E. A, C and D
   F. All of the above

53. Based on a typical state-owned Corrective Action System manufacturer's setup, the following line to line electrical readings result in an unbalanced load within initial tolerances: L1-L2 (200) L1-L3 (212) L2-L3 (195)
   A. True
   B. False
54. Determine the unbalance using the following line to line electrical readings:
   L1-L2 (208) L1-L3 (215) L2-L3 (196)
   A. 4.99 volts
   B. 4.99 amperes
   C. 4.99 %
   D. 3.9 volts
   E. 3.9 amperes
   F. 3.9%

55. If there is a steady red light for the Phase Monitor, what kind of electrical problem is there?
   A. Reversed Phase
   B. High voltage
   C. Low voltage
   D. The electrical load is OK

Answer questions 56 - 58 using the data provided below from a 24-hour Mobile Enhanced Multi-phase Extraction (MEME) event.

Prior to the MEME event, the average depth to water in the wells was 32 feet below ground surface (bgs). A single well was extracted from during the entire 24-hour MEME event and a second well was added and extracted from during the last 12 hours. The average airflow rate from the straight, 4-inch inner diameter stack was 71 cfm. The air flow rate increased to 105 cfm when the second extraction well was added. The operating vacuum at the pump inlet averaged 21.0 in/Hg during the entire event. The average stack temperature was 120 degrees Fahrenheit. Measured groundwater drawdown in two perimeter wells ranged from 0.25 feet to 0.50 feet. Measured vacuum influence in two perimeter wells ranged from 0.05” H2O to 1.0” H2O. Opening the ambient air bleed valve at the top of the extraction well casing had a nominal effect on the air flow rates; however, the groundwater extraction rate doubled.

56. Determine the approximate air flow rate in Actual Cubic Feet per Minute (acfm) during the first 12 hours of the MEME.
   A. 71.0
   B. 68.2
   C. 216.6
   D. 305.0
   E. There is insufficient data to determine
57. Determine the approximate average air flow rate in Actual Cubic Feet per Minute (acfm) after extraction from the second well began.
   A. 68.2
   B. 136.4
   C. 320.8
   D. 457.2
   E. There is insufficient data to determine

58. An air lift compressor may be proposed for a state-owned corrective action system.
   A. Yes
   B. No
   C. There is insufficient data to determine

59. High back pressure in the AOS may cause tripping of the liquid ring MSP.
   A. True
   B. False

60. What size concrete pad is specified for the division’s corrective action systems?
   A. 145.5 inches by 102 inches
   B. 96 inches by 145.5 inches
   C. 12 feet by 8 feet
   D. 120 inches by 168 inches
   E. 102 inches by 120 inches

61. On a typical Corrective Action System what are the design flow through for the oil/water separator and the Stripperator?
   A. 5 gallons per minute
   B. 10 gallons per minute
   C. 15 gallons per minute
   D. 20 gallons per minute
   E. 60 gallons per hour

62. For Division owned Corrective Action Systems, a clogged bag filters will most likely trigger which alarm?
   A. Low PSI
   B. High Temp
   C. AWS-1 HH
   D. Sump HH
63. If a dual-phase vacuum extraction recovery well “dead-heads”, what may be done to reestablish vacuum extraction flow?
   A. Open the air-bleed valve
   B. Install hole(s) along the downhole flexible tubing
   C. Check the recovery pipe for vacuum and/or obstruction(s) and clear obstruction(s)
   D. All of the above may be applicable
   E. None of the above

64. On state-owned Corrective Action Systems, a low vacuum alarm will cause the system to shut down.
   A. True
   B. False

65. For a state-owned Corrective Action System, an obstructed flow meter will cause which alarm?
   A. An alarm will NOT occur, but the flow will not register
   B. High Temp
   C. AWS High
   D. Sump HH
   E. Lo PSI

66. For a state-owned Corrective Action System, how often should the liquid ring pump bearings be greased?
   A. Annually
   B. 4,000 – 4,500 operating hours
   C. 2,000 – 2,500 operating hours
   D. Quarterly

67. For a state-owned Corrective Action System, when may the AOS filter be changed?
   A. When the filter pressure exceeds 4 psi
   B. Annually
   C. When the filter pressure falls below 0 psi
   D. Quarterly
   E. Both A and B
   F. Both B and C
68. For a state-owned Corrective Action System, the liquid ring pump oil should be changed at least?
   A. Bi-annually
   B. Annually
   C. Quarterly
   D. Monthly
   E. 4,000 – 4,500 operating hours
   F. 2,000 – 2,500 operating hours

Answer questions 69 - 70 using the typical state-owned Corrective Action System piping and instrumentation diagram (P&ID) below.

69. Where would an obstruction be if the Pressure Indicator (PI) immediately following the Air Stripper Sump reads 40 psi, the PI following the Bag filters reads 35 psi, the PI at the 1st Carbon reads 10 psi and the PI at the 2nd Carbon reads 8 psi?
   A. Flow meter
   B. Sump transfer pump
   C. Bag filters
   D. 1st Carbon
   E. 2nd Carbon
70. Where would an obstruction be if the Pressure Indicator (PI) immediately following the Air Stripper Sump reads 40 psi, the PI following the Bag filters reads 35 psi, the PI at the 1st Carbon reads 30 psi and the PI at the 2nd Carbon reads 10 psi?
   A. Flow meter
   B. Sump transfer pump
   C. Bag filters
   D. 1st Carbon
   E. 2nd Carbon

Answer questions 71 - 72 using the photo below

71. Which weather mode is this typical Corrective Action System set up for?
   A. Hot weather
   B. Cold weather

72. Is the liquid ring pump operating?
   A. Yes
   B. No
   C. Cannot be determined
73. According to Division guidance, Granular Activated Carbon (GAC) vessel(s) shall, at a minimum, be thoroughly backwashed at the following frequency:
   A. Monthly
   B. Quarterly
   C. Semi-annually
   D. Yearly

74. FleetZOOM® Telemetry notifications can be transmitted via:
   A. Email
   B. SMS Text Message
   C. Website
   D. All of the above

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<td>Past 365 Days</td>
<td>76340</td>
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75. According to the picture of the FleetZOOM® information above, 7,005 gallons have been discharged from CAS in the last 30 days.
   A. True
   B. False

76. The electrical riser should be removed as part of deactivation activities.
   A. True
   B. False
77. Which alarm will shut down the CAS?
   A. Low Oil Alarm
   B. High Oil Alarm
   C. Low PSI
   D. All of the above
   E. None of the above

78. Engaging the Emergency Stop button will remove all electricity in the CAS.
   A. True
   B. False

79. Two (2) 8000-gallon gasoline underground storage tanks (USTs), one (1) 1000-gallon kerosene UST, one (1) 4000-gallon diesel UST have been removed from the ground. The soils from the stockpiles(s) should be sampled and sent to the lab for the following Chemicals of Concern (COCs):
   A. Benzene, Ethylbenzene, Toluene, Total Xylenes, MtBE, Naphthalene and PAHs
   B. Benzene, Toluene, Ethylbenzene, Total Xylenes, MtBE and Naphthalene
   C. Benzene, Toluene, Ethylbenzene, Toluene, Total Xylenes, MtBE, PAHs, Naphthalene and EPH
   D. Benzene, Toluene, Total Xylenes, MtBE and EPH

80. The legislative intent of the general assembly with respect to the Division of Underground Storage Tanks does not apply retroactively to releases or other events that occurred prior to:
   A. July 1, 1988
   B. January 1, 1974
   C. April 11, 1990
   D. November 4, 1984

81. The Division of Underground Storage Tanks has historically received federal LUST Trust fund monies, these are generally used to clean up sites where the responsible party is unknown, unwilling, or unable to perform the cleanup.
   A. True
   B. False
82. For a release to be eligible for reimbursement from the TN Petroleum Underground Storage Tank Fund, a tank owner or operator or petroleum site owner shall submit an Application for Fund Eligibility to the applicable deadline set forth in
   A. T.C.A. § 68-215-110
   B. Rule 0400-18-01-.09(6)
   C. Both A and B
   D. None of the above

83. The first step to receive reimbursement for the removal of a canopy to excavate contaminated soil as a part of site remediation is:
   A. Include the cost in a Corrective Action Plan
   B. Obtain Division approval to pursue further
   C. Conduct the work and submit the reimbursement claim

84. Soil contamination below 30 feet is not allowed to be entered into the Division's Risk Analysis Report (RAR) because at that depth it is not considered a source
   A. True
   B. False

85. Based on only the HRSC callout above, if conducted after the submittal of an IRHMR/ISCR what is the most applicable:
   A. Recommend confirmatory-supplemental soil sampling
   B. Recommend additional well(s)

86. Based on the callout above, what is the predominant type of petroleum most likely released:
   A. Gasoline
   B. Kerosene
   C. Diesel
87. What can affect Laser Induced Fluorescence (LIF):
   A. Soil type
   B. Soil color
   C. Both soil type and color
   D. None of above

88. A site has dissolved concentrations of 20 ppm benzene but no free product has been measured in any well, should LIF be utilized:
   A. Yes, LIF is for light non-aqueous phase liquid and although not mobile the concentration of benzene is indicative of residual LNAPL
   B. No, LIF is only for diesel and kerosene releases
   C. No, Membrane Interface Probe should be used for VOCs regardless of concentrations
   D. None of the above

89. A Membrane Interface Probe is a good tool to determine the precise vertical extent of VOCs.
   A. True
   B. False

90. Which provides real-time indicators of the type of petroleum released:
   A. OIP
   B. LIF
   C. MIP

91. If HRSC is conducted after an ISCR and indicates LNAPL below the water table, which of the following are the most applicable:
   A. Conduct a MEME event with the drop tube within the zone of concern to see if a cone of depression can be achieved and dual-phase recovery is feasible
   B. Evaluate if activated carbon injection and/or a corrective action system are feasible
   C. Recommend a SGS
   D. Both A and B
   E. All of the above
   F. None of the above
92. A site has shallow contamination, less than 10 feet, and HRSC data indicates contamination at the water table, is activated carbon injection a viable option to address both soil and groundwater contamination?
   A. Yes
   B. No

93. While conducting a monitoring event your staff observe the onsite structure is being utilized as a residence and also a drinking water well located just over 0.1 mile from the site that was not included in the original assessment activities, the following shall be completed:
   A. No action is required
   B. Look at the approved Risk Analysis Report (RAR) to determine if the receptors and overall outcome of the RAR will change, including the SSCLs
   C. Complete a revised Water Use and Receptor Survey Sheet for both properties, sample the drinking water well, and contact the Division project manager
   D. Both B and C

94. During ISCR activities, four (4) drums of vadose and saturated soil were stored onsite, 1 drum per well installed. The vadose soil was below SSCLs, but groundwater was above SSCLs. Can the drums be properly disposed and submitted as a reimbursable cost?
   A. Yes
   B. No
   C. Contact the reimbursement section for permission

95. The Exposure Assessment is included in the IRHMR/ISCR, meaning a separate Exposure Assessment Report is not required in addition to the requirements of the IRHMR/ISCR.
   A. True
   B. False

96. During tank closure activities for a client (i.e., not state contract), you encounter soil that only has EPH exceeding the screening level, per guidelines the following are eligible costs:
   A. After 100 cubic yards the excavation of the soil to below the screening levels
   B. Installation of a monitoring well and sampling the appropriate COCs
   C. Both A and B
97. If an approved CAP does not achieve the approved cleanup levels a public notice
advising the termination of the CAP is under consideration is required.
   A. True
   B. False
   C. First discuss with the Division project manager

98. You are installing monitoring wells for a required ISCR and all four (4) monitoring
wells have over 1 foot of free product, can you submit a request to install additional
wells while onsite?
   A. Yes
   B. No

99. You are conducting excavation activities for a state contract site and you can no
longer excavate due to OSHA requirements, what is the best course of action:
   A. Contact the Division project manager and advise that excavation can’t continue
due to OSHA requirements, obtain agreement on the need for the collection of a
sample, and document reasons for excavation limitations and any sample
results in the associated report.
   B. Contact the Division project manager and ask what you should do next
   C. Stop excavation activities and start backfilling

100. You are planning to start a tank closure of 3 – 10,000 gallon tanks via removal on
Tuesday and you have already provided a field work notice to the Division. However,
storms with significant rainfall are forecasted for Wednesday, Thursday, and Friday,
the best course of action is to:
   A. Consider postponing the work and contact the Division project manager of such
   B. Postpone and provide a field work notification prior to when the work will be
      conducted
   C. Conduct the work as planned
SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE AND APPROACH ANSWER SHEET
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</table>
ATTACHMENT K

TDEC-UST REIMBURSEMENT GUIDANCE DOCUMENT (RGD) – 002
DIVISION OF
UNDERGROUND STORAGE TANKS

REIMBURSEMENT GUIDANCE DOCUMENT
(RGD) – 002

Control Number UST-REIM-G-02-RGD-002-052022

DISCLAIMER: This document is guidance only and does not create legal rights or obligations. Agency decisions in any particular case will be made applying applicable laws and regulations to the specific facts. Mention of trade names or commercial products does not constitute an endorsement or recommendation for use.

Effective Date: May 20, 2022
SIGNATURES:

Stanley R. Boyd, Director
Division of Underground Storage Tanks

Genevia Guillory-Coward, Program Administrator/Cost Chairwoman
Drafter / Preparer

Geina Skinner, Corrective Action Deputy Director
Reviewer

REVISION HISTORY TABLE

<table>
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<th>Revision Number</th>
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<th>Brief Summary of Change</th>
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<td>0</td>
<td>04/15/2014</td>
<td>Issuance of Guidance</td>
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<td>1</td>
<td>05/20/2022</td>
<td>Costs updated and tasks added</td>
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I. GENERAL GUIDANCE

A. Purpose

The purpose of this Reimbursement Guidance Document (RGD) is to provide detailed descriptions and maximum costs for routine tasks associated with underground storage tank (UST) system closure, hazard management, investigation, and cleanup of petroleum contaminated sites where tank owners, tank operators or petroleum site owners may apply for reimbursement of eligible expenses from the Petroleum Underground Storage Tank Fund (Fund). This document contains unit rates that the Division of Underground Storage Tanks (Division) considers to be reasonable. Only these rates or lower will be reimbursed unless prior written Division approval is granted. The Division will review reimbursement applications based on this guidance.


B. Applicability

This document replaces all previously published guidance affecting the reimbursement process.

Rule 0400-18-01-.09(3)(d) states “Except as provided for in subparagraph (5)(d) of this rule, before the tank owner or operator or petroleum site owner will receive fund benefit, the applicable deductible amount shall be expended as approved costs by the tank owner or operator or petroleum site owner. The applicable deductible amount is set forth in subparagraph (6)(b) of this rule.”

Rule 0400-18-01-.09(4)(a) states: “If the Division determines that fund eligibility was not established at the time of discovery of a release in accordance with subparagraph (3)(a) or (b) of this rule, corrective action costs and third-party damages associated with that release are not eligible for reimbursement by the fund.”

Rule 0400-18-01-.09(4)(b) states: “If there is evidence of a suspected release or a confirmed release on or after July 1, 2004, that release shall be ineligible for reimbursement from the fund if an Application for Fund Eligibility is not timely filed in accordance with the following:

1. An Application for Fund Eligibility shall be filed with the Division within 90 days of the discovery of evidence of a suspected release that is subsequently
confirmed in accordance with Rules 0400-18-01-.04 or 0400-18-01-.05. The 90 days shall start on the day the evidence of the suspected release is discovered.

2. An Application for Fund Eligibility shall be filed with the Division within 60 days of a release that was identified in any manner other than the process for confirmation of a suspected release in accordance with Rules 0400-18-01-.04 or 0400-18-01-.05, for example, during closure activities performed in accordance with Rule 0400-18-01-.07."

Rule 0400-18-01-.09(6)(c) states: “The fund shall reimburse eligible tank owners or operators or petroleum site owners, who satisfy the requirements of paragraphs (10) and (11) of this rule, for eligible corrective action costs above the deductible to the fund in an amount not to exceed:

1. $2,000,000 per site per occurrence for sites still undergoing corrective action on July 1, 2015, or releases that occur on or after July 1, 2015;
2. $1,000,000 per site per occurrence for site cleanups closed on or before June 30, 2015; or
3. $1,000,000 per site per occurrence for court awards involving third-party claims."

Rule 0400-18-01-.09(8)(c) states: “The tank owner or operator or petroleum site owner fund deductible amounts as specified in subparagraph (6)(b) of this rule are not eligible for reimbursement from the fund. Proof of payment of these initial amounts is required prior to reimbursement of any costs. The tank owner or operator or petroleum site owner fund deductible for taking corrective action cannot include any cost defined as fund ineligible in subparagraphs (a) and (b) of this paragraph.”

Rule 0400-18-01-.09(9)(c) states: “All claims against the fund are clearly obligations only of the fund and not of the State, and any amounts required to be paid under this part are subject to the availability of sufficient monies in the fund. The full faith and credit of the State shall not in any way be pledged or considered to be available to guarantee payment from such fund.”

Rule 0400-18-01-.09(10)(b) states: “Upon confirmation of a release in accordance with the requirements of paragraphs (1) through (3) of Rule 0400-18-01-.05 or after a release from the UST system is identified in any other manner, the tank owner or operator or petroleum site owner shall select a contractor from the Division's list of approved contractors if the tank owner or operator or petroleum site owner expects to apply for reimbursement from the fund. The tank owner or operator or petroleum site owner shall notify the Division in writing of such a selection within 30 days or another time frame specified by the Division. A contractual agreement shall be established between the tank owner or operator or petroleum site owner and the contractor in accordance with the requirements of T.C.A. § 68-215-129. The tank
owner or operator or petroleum site owner shall provide the Division a copy of the contractual agreement.”

Rule 0400-18-01-.09(12)(e) states: “All payments shall be subject to approval by the Division. Should a site inspection or other information available to the Division reveal a discrepancy between the work performed and the work addressed by a payment application, the Division may deny payment or may require the fund to be reimbursed.”

Rule 0400-18-01-.09(12)(f) states: “All applications for payment of costs of cleanup shall be received by the Division within one year of performance of the task or tasks covered by that application in order to be eligible for payment from the fund.”

Rule 0400-18-01-.09(14)(d) states: “Contingent upon availability of funds, the Division shall process all applications for payment as soon as possible upon receipt of application. If the Division determines all costs are reasonable and eligible for reimbursement, payment will be issued within 90 days once costs have been determined to be reasonable and eligible for reimbursement. If the Division determines that certain costs not reasonable or eligible for reimbursement, the Division may issue a check for the amount of the approved costs and provide a 45-day period in which the tank owner or operator or petroleum site owner or contractor may present such information as is necessary to justify the disallowed costs. Following review of such information, the Division may agree to pay the previously disallowed costs, or any portion thereof, or may again disallow the costs for payment. If the Division disallows costs upon a second review, the tank owner or operator or petroleum site owner may petition the Board for a hearing on the disallowance pursuant to Rule 0400-18-01-.11.”

Rule 0400-18-01-.09(15)(a) states: “The CAC is the person responsible for conducting and overseeing the corrective action at a petroleum underground storage tank site. There shall be only one CAC for each site.”

Rule 0400-18-01-.09(15)(b)5 states in part: “The CAC shall submit a list of CAC’s employees that will be utilized by the CAC as a part of the assessment and remediation of UST sites in Tennessee.”

Rule 0400-18-01-.09(15)(b)5(ii) states: “The list of the employees shall be submitted with the application described in part 1 of this subparagraph and annually with a due date of April 1 of each year thereafter.”

Rule 0400-18-01-.09(15)(b)5(iii) states: “When a new employee begins working for a CAC, within 15 days of the first day of employment or as soon as their work time will be submitted to the Division for reimbursement, the CAC shall submit the employee information required in subpart (i) of this part to the Division.”
C. Application for Fund Eligibility Determination and Reimbursement Application Format

T.C.A. 68-215-111(f)(5)(B) states: “Notwithstanding subdivision (f)(5)(A), the fund shall be responsible for up to a maximum of two million dollars ($2,000,000) of cleanup costs for sites still undergoing corrective action on July 1, 2015, and releases that occur on or after July 1, 2015. The sum of the deductible and the maximum reimbursement shall not exceed two million dollars ($2,000,000). The fund shall be responsible for cleanup of contamination due to releases from petroleum underground storage tanks on a per-site, per-occurrence basis.”

T.C.A. 68-215-111(f)(7)(A) states: “If there is evidence of a suspected or a confirmed release on or after July 1, 2004, in order for the tank owner, tank operator or petroleum site owner to receive reimbursement from the fund, an application for fund eligibility shall be filed:

(i) Within ninety (90) days of the discovery of evidence of a suspected release which is subsequently confirmed in accordance with the rules promulgated pursuant to this part; or

(ii) Within sixty (60) days of a release which was identified in any manner other than the process for confirmation of a suspected release stated in the rules promulgated pursuant to this part.”

T.C.A. 68-215-111(f)(7)(B) states: “The tank owner or tank operator shall send notification to the petroleum site owner by certified mail, return receipt requested, within seven (7) days of confirmation of a release. Failure to comply with the applicable deadline of subdivision (f)(7)(A)(i) or (f)(7)(A)(ii) shall make the release ineligible for reimbursement from the fund.”

T.C.A. 68-215-111(f)(8) states: “On or after July 1, 2004, all applications for payment of costs of cleanup shall be received by the division within one (1) year of the performance of the task or tasks covered by that application in order to be eligible for payment from the fund.”
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II. DEFINITIONS AND ACRONYMS

A. Definitions

For the purposes of this RGD only, the following definitions apply:

Contamination Laboratory confirmed petroleum impact to a) drinking or surface water above Risk Based Cleanup Levels (RBCLs) and/or b) soil or groundwater above Site-Specific Cleanup Levels (SSCLs) or Initial Screening Levels (ISLs) for sites that an exposure assessment has not been completed.

Deductible The entry level or amount of financial responsibility that must be expended as approved costs by the responsible party prior to any reimbursement of eligible expenses. All releases that occurred on or after June 15, 2021, have a deductible of $5,000.00 unless granted a reduced deductible. A higher deductible may apply per Rule 0400-18-.09(6)(b)7.

Maximum Workday The allowable maximum number of hours/day that may be claimed for any task is ten (10) hours unless written approval is obtained from the Division project manager in advance of conducting the work. This excludes tasks 2.4.e and any lump sum task.

Markup Allowable markup for most items is 15% not to exceed listed maximum cost/rates. However, some tasks only allow a 5% markup as stated in the applicable task description.

Proof of payment The acceptable evidence that the invoices included in the initial reimbursement application(s) indicates that the deductible has been paid. The acceptable methods include either copies of canceled checks or affidavits (CAC Certification page) signed by the contractors stating they have received payment.

Reasonable cost The monetary amount or range, as determined by the Division, to be commensurate with a corrective action activity. The Division’s determination is based on an evaluation of typical expected costs. This evaluation considers the scope and complexity of the particular corrective action activity involved.

Week Rental equipment is often rented on a weekly basis. A week is defined as three (3) to seven (7) consecutive days.
### B. Acronyms Used in this Document and the Excel® cost task spreadsheets

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<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tr>
<td>BTEX</td>
<td>Benzene, toluene, ethylbenzene, and total xylenes</td>
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<tr>
<td>BTEXMN</td>
<td>Benzene, toluene, ethylbenzene, total xylenes, MtBE, and Naphthalene</td>
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<td>CAC</td>
<td>Corrective action contractor</td>
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<td>CAD/GIS</td>
<td>Computer aided design/Geographic information systems</td>
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<td>CABMR</td>
<td>Corrective Action Baseline Monitoring Report</td>
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<td>CACMR</td>
<td>Corrective Action Closure Monitoring Report</td>
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<td>CAMR</td>
<td>Corrective Action Monitoring Report</td>
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<tr>
<td>CAMR -ab</td>
<td>Corrective Action Monitoring Report with as-built diagrams</td>
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<td>CAS</td>
<td>Corrective Action System</td>
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<td>CASDR</td>
<td>Corrective Action System Down Report</td>
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<td>CASFL</td>
<td>Corrective Action System Field Log</td>
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<tr>
<td>CASRL</td>
<td>Corrective Action System Repair Log</td>
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<tr>
<td>CFM</td>
<td>Cubic feet per minute</td>
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<td>DMR</td>
<td>Discharge Monitoring Report</td>
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<td>Environmental Assessment Guidelines</td>
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<tr>
<td>EDB</td>
<td>Ethylene Dibromide</td>
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<tr>
<td>EDC</td>
<td>Ethylene Dichloride</td>
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<tr>
<td>EPH</td>
<td>Extractable Petroleum Hydrocarbons (Note that EPH has no SSCL, RBCL, or ISL as it is utilized as a &quot;soil screening&quot; mechanism only for the potential installation of a monitoring well for UST tank closure and site check activities)</td>
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<td>FID</td>
<td>Flame ionization detector</td>
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<td>FP</td>
<td>Free product</td>
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<td>GW</td>
<td>Groundwater</td>
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<td>IRHMR</td>
<td>Initial Response and Hazard Management Report</td>
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<td>ISCR</td>
<td>Initial Site Characterization Report</td>
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<td>ISL</td>
<td>Initial screening level</td>
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<td>kW</td>
<td>Kilowatt</td>
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<tr>
<td>MCL</td>
<td>Maximum contaminant level</td>
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<td>MEME</td>
<td>Mobile enhanced multi-phase extraction</td>
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<tr>
<td>MtBE</td>
<td>Methyl tertiary butyl ether</td>
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<td>NOD</td>
<td>Notice of deficiency</td>
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<tr>
<td>NOV</td>
<td>Notice of violation</td>
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<tr>
<td>NPDES</td>
<td>National pollution discharge elimination system</td>
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<td>Occupational Safety and Health Administration</td>
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<td>Photoionization detector</td>
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<tr>
<td>POTW</td>
<td>Publicly owned treatment works</td>
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<td>PSI</td>
<td>Pounds per square inch</td>
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<td>Quality assurance and quality control</td>
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<td>RBCL</td>
<td>Risk based cleanup level</td>
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<td>RGD</td>
<td>Reimbursement Guidance Document</td>
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III. REIMBURSEMENT APPLICATION GUIDELINES

Instructions for completing a Reimbursement Application are in Section IX.

In order to receive reimbursement, all reimbursement applications must be submitted within one (1) year of the date the work is performed.

A. Initial Reimbursement Application

After a new release has been suspected or confirmed, an Application for Fund Eligibility shall be prepared and submitted. The initial reimbursement application shall not be submitted until Fund eligibility and the deductible have been determined. If full operational compliance is verified, then the Division will send a confirmation letter specifying the applicable deductible. If full operational compliance is not met, then the Division will notify the responsible party of the deductible with an enforcement order. This order will also include information on the appeal process.

B. Subsequent Reimbursement Applications

Subsequent applications may be submitted at the completion of each major reimbursable task provided they are submitted within one (1) year from the date performed.

C. Final Reimbursement Application

The final application shall be submitted within one (1) year of contamination case closure issued by the Division.

IV. ELIGIBLE COSTS

The following processes include common tasks that are eligible for reimbursement once the applicable deductible has been met, with Division approval.

- RMR  Risk Monitoring Report
- SGS  Soil gas survey
- SSCL  Site specific cleanup level
- Task  Reimbursement Task
- TCLP  Toxicity characteristic leaching procedure
- TGD  Technical guidance document
- TRBCA  Tennessee risk-based corrective action
- UST  Underground storage tank
A. **UST System Closure Process**

1. Over-excavation of contaminated material after the first 100 cubic yards of native material has been removed
2. Sample collection after over-excavation and/or recharge of groundwater into the tank pit
3. Soil and water laboratory analysis, including routine shipping charges, after over-excavation and/or recharge of groundwater into the tank pit
4. Disposal of contaminated soil (including contaminated backfill), contaminated water, and/or free product
5. Installation and sampling of monitoring well required for risk-based closure
6. Conducting a water use survey
7. Preparation of a risk-based closure report (TRBCA Closure Report - includes monitoring well installation, groundwater sampling and water use survey, if necessary)

B. **Hazard Management Process**

1. Alternate water supply – providing bottled water, installing water taps, hookup to public water supply, filtration system, and/or drilling a new well. This also includes abandonment of public or private water supplies that are no longer in use.
2. Rental of equipment that deals with emergency response (i.e., vapor abatement)
3. Recovery of free product
4. Sample collection
5. Soil, water, and air laboratory analysis, including routine shipping charges
6. Disposal of contaminated soil, contaminated water, and/or free product
7. Preparation of required submittals

C. **Release Investigation Process**

1. Installation of soil borings and/or monitoring wells
2. Rental of equipment relative to the investigation of the contaminated site
3. Tank tightness tests (if used for a required investigation by the Division)
4. Sample collection
5. Soil and water laboratory analysis, including routine shipping charges
6. Disposal of contaminated soil, contaminated water, and/or free product
7. Preparation of required submittals

D. **Risk Management and Corrective Action Process**

1. Public notice advertisements for corrective action
2. Construction, delivery, operation, and maintenance of approved treatment systems
3. Telephone charges associated with a telemetry system (must be plainly stated in the reimbursement application)
4. Rental of equipment for use during remediation of the contaminated site
5. Installation of recovery wells, trenches, and associated piping
6. Sample collection
7. Soil, water, and air laboratory analysis, including routine shipping charges
8. Disposal of contaminated soil, contaminated water, and/or free product
9. Preparation of required submittals
10. Preparation of required permits
11. Obtaining necessary utility connections and service

E. Final Site Closure Process

1. Public notice advertisements for termination of a corrective action plan
2. Deactivation of the treatment system
3. Well abandonment
4. Decommissioning the treatment system
5. Site rehabilitation
6. Preparation of required submittals

F. Miscellaneous

1. Annual well fees (Shelby County) (no markup)
2. Bonds required by government agencies (no markup)
3. Preparation of required submittals
4. Three (3) bids or quotes shall be obtained by the CAC and submitted to the Division for approval for items not listed in the RGD-002. If fewer than three (3) bids or quotes cannot be obtained, a justification shall be submitted with the bids or quotes received for Division approval.

V. INELIGIBLE COSTS

The following processes include common tasks and specific activities or costs that are not eligible for reimbursement.

A. UST System Closure Process

1. Activities associated with preparing, removing, and disposing of the tank system, including breaking and removing concrete, removing product from tanks, de-gassing tanks, etc.
2. Replacement backfill material for the volume of the excavated tank(s)
3. Completing an Application for Permanent Closure of Underground Storage Tank Systems, Permanent Closure Report (not TRBCA Closure Report), Application for Fund Eligibility, and/or the Reimbursement Application

4. Expedited or rush charges for laboratory analysis of samples without prior Division approval

5. Field screening activities for the underground storage tank backfill material and the first 100 cubic yards of stockpiled soil

6. Rental/lease charges that exceed the purchase price of the equipment

7. Removal of backfill material in the tank pit and the first 100 cubic yards of over-excavated contaminated native material

8. Replacement of asphalt or concrete

9. Replacement, repair, maintenance, removal, and retrofitting of any UST system

10. Samples required for tank closure

B. Hazard Management Process

1. Monthly water utility bills (if a public water connection was made in response to a release)

2. Utility deposits

3. Markup on utility bills and/or permits

4. Expedited or rush charges for laboratory analysis of samples without prior Division approval

5. Rental/lease charges that exceed the purchase price of the equipment

6. Replacement of asphalt or concrete (except for trenching with a corrective action system or interceptor trench)

7. Completing the Reimbursement Application

C. Release Investigation Process

1. Expedited or rush charges for laboratory analysis of samples without prior Division approval

2. Rental/lease charges that exceed the purchase price of the equipment

3. Completing the Reimbursement Application

D. Risk Management and Corrective Action Process

1. Monthly water utility bills (if a public water connection was made in response to a release)

2. Utility deposits

3. Markup on utility bills and/or permits

4. Expedited or rush charges for laboratory analysis of samples without prior Division approval

5. Rental/lease charges that exceed the purchase price of the equipment
6. Replacement of asphalt or concrete (except for trenching with a corrective action system)
7. Telephone charges not associated with a telemetry system
8. Completing the Reimbursement Application

E. Final Site Closure Process

1. Well abandonment permit (Shelby County) – Task 5.1
2. Completing the Reimbursement Application

F. Miscellaneous

1. Any service for which the applicant will receive reimbursement from a commercial insurance carrier
2. Corrective action contractor costs
   a. Any type of reference book, technical book, and/or guideline
   b. Application or appeals for denied costs
   c. Cellular phone charges
   d. Computer time, software, hardware, etc.
   e. Copy machine and copies
   f. Fax transmittals
   g. General office supplies
   h. Insurance
   i. Notary services
   j. Office equipment and miscellaneous office items
   k. Overtime charges
   l. Personal protective equipment (chemical resistant suits, respirators, etc.)
   m. Postage or express shipping of maps, photographs, reports, etc.
   n. Property title searches
   o. Telephone charges not associated with a telemetry system
   p. Video camcorder
   q. Markup on sales tax
   r. Markup on freight/shipping
   s. Markup on mobilization/demobilization
   t. Markup on lodging and per diem
   u. Markup on subcontractor reports
3. Durable items which are not totally expended on one site such as raincoats, tools, shovels, etc.
4. Installation of leak detection
5. Legal fees
6. Loss of business revenues (business interruption)
7. Loss of petroleum product
8. Monthly water utility bills where the Division paid for connection to a public water supply

9. Responsible Party Costs
   a. Administration costs including management, office time, and supplies
   b. Any type of reference book, technical book, and/or guideline
   c. Application or appeals for denied costs
   d. Cellular phone charges
   e. Change of Corrective Action Contractor (CAC) and any costs associated with initial project set-up review, site reconnaissance, etc. including file reviews
   f. Computer time, software, hardware, etc.
   g. Copy machine and copies
   h. Fax transmittals
   i. General office supplies
   j. Insurance
   k. Notary services
   l. Office equipment and miscellaneous office items
   m. Overtime charges
   n. Personal protective equipment (chemical resistant suits, respirators, etc.)
   o. Postage or express shipping of maps, photographs, reports, etc.
   p. Property tax
   q. Property title searches
   r. Telephone charges not associated with a telemetry system
   s. Video camcorder
   t. Markup on sales tax
   u. Markup on freight/shipping
   v. Markup on mobilization/demobilization
   w. Markup on lodging and per diem
   x. Markup on subcontractor reports

10. Tank tightness tests used for routine release detection

11. Technical Guidance Document - 013, Fund Eligibility Site Check

12. Travel
   a. Any travel outside of the state of Tennessee
   b. Mileage within Tennessee over 300 miles per round trip
   c. Airfare and/or car rentals
   d. Company car and/or truck rental
   e. Markup on per diem and lodging

13. Underground locator services (unless approved by the Division in writing)
VI. PERSONNEL DESCRIPTIONS AND RATES

A. Staff Descriptions

Only the job titles and classifications listed below may be used for reimbursement purposes. Any qualified professional who performs a task of a lesser-qualified person should be billed at the rate of that job task. For example, a person who meets the experience and education of a Geologist, but performs the task of digging a trench, hand augering, bailing wells, etc. should be billed at the rate of a Technician. All onsite personnel shall have the appropriate health and safety certifications. Prior to beginning any task, the Excel® cost task spreadsheets should be consulted to ensure that the proper personnel and equipment will be used in order to be Fund reimbursable. See section IX for cost task descriptions.

CAD/GIS Operator: This person must have the ability to develop scaled maps, engineering drawings, and contour maps using CAD computer programming software. The CAD/GIS computer operator must have a degree in information systems analysis, CAD computer programming, or possess applicable technical certification.

CAS Specialist: This person must have attended, received, and maintain satisfactory certification from a Division approved manufacturer of high vacuum dual phase remediation systems. Annual recertification is required to bill this title. CAS Specialist Certificate must be submitted to: ust.reimbursement@tn.gov.

Engineer: This person must be a professional engineer licensed in the State of Tennessee.

Environmental Specialist: This person must have a Bachelor of Arts (BA), Bachelor of Engineering (BE) or Bachelor of Science (BS) or postgraduate degree in biology, engineering, environmental science, geology, industrial hygiene, soil science, or another science field acceptable to the Division from an accredited four (4) year college and have at least one (1) year of UST related work and/or hazardous substance remedial activities.

General Laborer: This person must have current health and safety training. General laborer includes surveyor helpers, construction workers, and other site workers that have not been included in other billing classifications.

Geologist: This person must be a professional geologist licensed in the State of Tennessee.

Heavy Equipment Operator: This person must be knowledgeable of the capabilities and limitations of the equipment being used and is familiar with all applicable laws
and regulations governing its use. Equipment operators must have current health and safety training.

**Project Manager:** This person must have five (5) years full-time experience in investigation, remedial planning, or design phases of environmental project management. This person must have a BE, BS or postgraduate degree in engineering, geology, or other appropriate science. This person must also have supervisory and project management experience. Postgraduate work in an appropriate science may be substituted on a year for year basis for experience for a maximum of two (2) years.

**Secretary:** This person must possess computer skills and carry out general clerical duties, including contract administration and payment of utility bills. Clerical support and other office workers shall be included in this category.

**Senior Environmental Specialist:** This person must have a BA, BE, BS or postgraduate degree in biology, engineering, environmental science, industrial hygiene, soil science, or another science field acceptable to the Division from an accredited four (4) year college and have at least five (5) years of UST related work and/or hazardous substance remedial activities.

**Senior Technician:** This person must have current health and safety training, have completed appropriate sampling courses and have at least three (3) years of experience working in the environmental field at hazardous substance or UST sites. All technicians must be high school graduates or have passed the general equivalency diploma (GED) test.

**Surveyor:** This person must have the ability to take linear and angular measurements and apply the principles of geometry and trigonometry to delineate the form, extent, position, etc., of a tract of land. This person must be licensed in Tennessee as a surveyor.

**Technician:** This person must have current health and safety training, have completed appropriate sampling courses and have at least one (1) year of experience working in the environmental field at hazardous substance or UST sites. All technicians must be high school graduates or have passed the general equivalency diploma (GED) test.

**Truck Driver:** This person must be knowledgeable of all Tennessee motor vehicle laws and regulations as well as hold all licenses required for the type of motor vehicle operated.
B. Table of Reimbursable Tasks

<table>
<thead>
<tr>
<th>Field Staff Description</th>
<th>Reimbursable Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAS Specialist</td>
<td>CAS startup, routine/non-routine O&amp;M, CAS deactivation and/or reactivation</td>
</tr>
<tr>
<td>Engineer</td>
<td>Assessment of remedial activities, overseeing drilling and monitoring well installation with appropriate geologic experience, sampling (soil, water, etc.) through the initial investigation phase, compiling/analyzing environmental data, overseeing of MEME events and soil gas survey</td>
</tr>
<tr>
<td>Environmental Specialist</td>
<td>Assessment of remedial activities, sampling (soil, water, etc.) through the initial investigation phase, compiling/analyzing environmental data</td>
</tr>
<tr>
<td>Geologist</td>
<td>Assessment of remedial activities, overseeing drilling and monitoring well installation, sampling (soil, water, etc.) through the initial investigation phase, compiling/analyzing environmental data, overseeing of MEME events and soil gas survey</td>
</tr>
<tr>
<td>Senior Environmental Specialist</td>
<td>Assessment of remedial activities, sampling (soil, water, etc.) through the initial investigation phase, compiling/analyzing environmental data, overseeing of MEME events and soil gas survey</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>Routine sampling (monthly, quarterly, etc. of soil, water, etc.), free product removal, monitoring well abandonment oversight, installation/maintenance of skimmer pumps, O&amp;M (routine and non-routine; of a non-state owned CAS), CAS deactivation, reactivation and/or decommissioning</td>
</tr>
<tr>
<td>Technician</td>
<td>Tilling/disking, gauging, installation/replacements of booms/pads, site restoration, assist with O&amp;M (with Division project manager approval), CAS deactivation, reactivation and/or decommissioning</td>
</tr>
</tbody>
</table>

C. Table of Staff Rates

<table>
<thead>
<tr>
<th>Field Operations Staff</th>
<th>Maximum Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surveyor</td>
<td>$75.00</td>
</tr>
<tr>
<td>Senior technician</td>
<td>$63.00</td>
</tr>
<tr>
<td>Technician</td>
<td>$52.00</td>
</tr>
<tr>
<td>Heavy equipment operator, Truck driver</td>
<td>$50.00</td>
</tr>
<tr>
<td>General laborer</td>
<td>$40.00</td>
</tr>
</tbody>
</table>
Technical Staff | Maximum Hourly Rate  
---|---  
Project Manager | $109.00  
Engineer, Geologist, Senior Environmental Specialist | $92.00  
Environmental Specialist | $70.00  
CAS Specialist | $75.00  
CAD/GIS Operator | $58.00  

Administrative Staff | Maximum Hourly Rate  
---|---  
Secretary | $40.00  

VII. REASONABLE REIMBURSEMENT RATES

A. Equipment

Construction equipment rental rates already include allowances for peripheral equipment attachments, depreciation, maintenance, field repairs, fuel, permits, lubricants, tires, OSHA equipment, insurance, equipment shelter and security, overhead, markup, and administrative costs. If the equipment size is not specified, then the lowest rate will be applied. Equipment mobilization are subdivided into three categories based on size/weight.

<table>
<thead>
<tr>
<th>Excavating Equipment</th>
<th>Per Day</th>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skid steer loader (bobcat – Category 1 mobilization)</td>
<td>$389.00</td>
<td>$1,167.00</td>
</tr>
<tr>
<td>Pavement/concrete breaker for bobcat</td>
<td>$200.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Backhoe (all types – Category 1 mobilization)</td>
<td>$430.00</td>
<td>$1,290.00</td>
</tr>
<tr>
<td>Pavement/concrete breaker for backhoe</td>
<td>$289.00</td>
<td>$867.00</td>
</tr>
<tr>
<td>Mini Excavator (Category 1 mobilization)</td>
<td>$427.00</td>
<td>$1,281.00</td>
</tr>
<tr>
<td>Trackhoe &lt;50K lbs (Category 2 mobilization)</td>
<td>$958.00</td>
<td>$2,874.00</td>
</tr>
<tr>
<td>Trackhoe ≥50K lbs (Category 3 mobilization) - Division approval required</td>
<td>$1,220.00</td>
<td>$3,660.00</td>
</tr>
<tr>
<td>Field Tractor and attachment</td>
<td>$590.00</td>
<td>$1,770.00</td>
</tr>
<tr>
<td>Dump Trailer (Mobilization charges do not apply)</td>
<td>$159.00</td>
<td>$477.00</td>
</tr>
<tr>
<td>Dump truck 15 yd³ and larger (w/o driver – mobilization charges do not apply)</td>
<td>$78.00/hr</td>
<td></td>
</tr>
</tbody>
</table>
### Mobilization and Demobilization (Excavation Equipment)

<table>
<thead>
<tr>
<th>Category</th>
<th>Excavation equipment (cost/mile)</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1</td>
<td>Skid steer loader</td>
<td>$1.50</td>
</tr>
<tr>
<td></td>
<td>(Minimum of $150)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Maximum 300 miles round trip)</td>
<td>$450.00</td>
</tr>
<tr>
<td>Category 2</td>
<td>Backhoe</td>
<td>$2.70</td>
</tr>
<tr>
<td></td>
<td>Mini excavator &gt;7K lbs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Trackhoe &lt;50K lbs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Minimum of $270)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Maximum 300 miles round trip)</td>
<td>$810.00</td>
</tr>
<tr>
<td>Category 3</td>
<td>Trackhoe ≥50K lbs</td>
<td>At approved cost</td>
</tr>
<tr>
<td></td>
<td>(Maximum 300 miles round trip)</td>
<td></td>
</tr>
</tbody>
</table>

### Support Equipment

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Per Day</th>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 kW generator</td>
<td>$100.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>50 kW generator</td>
<td>$406.00</td>
<td>$1,218.00</td>
</tr>
<tr>
<td>Explosion proof evacuation fan</td>
<td>$86.00</td>
<td>$258.00</td>
</tr>
</tbody>
</table>

### Miscellaneous Tools And Supplies

<table>
<thead>
<tr>
<th>Tool/Supply</th>
<th>Per Day</th>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air jackhammer with bit and hose</td>
<td>$71.00</td>
<td></td>
</tr>
<tr>
<td>Electric jackhammer with bit</td>
<td>$90.00</td>
<td></td>
</tr>
<tr>
<td>Slide hammer and vapor probe kit</td>
<td>$153.00</td>
<td></td>
</tr>
<tr>
<td>Hammer drill and vapor probe kit</td>
<td>$224.00</td>
<td></td>
</tr>
<tr>
<td>Crane (17-ton skyhook)</td>
<td>$1,028.00</td>
<td></td>
</tr>
<tr>
<td>Plate compactor/tamper</td>
<td>$92.00</td>
<td>$276.00</td>
</tr>
<tr>
<td>Utility trailer</td>
<td>$29.00</td>
<td></td>
</tr>
<tr>
<td>Compressor 100 CFM, gas powered</td>
<td>$127.00</td>
<td></td>
</tr>
<tr>
<td>Compressor 175 CFM, gas powered</td>
<td>$199.00</td>
<td></td>
</tr>
<tr>
<td>Concrete saw (Gas) with blade</td>
<td>$131.00</td>
<td></td>
</tr>
<tr>
<td>Hydrocarbon skimmer pump (self-leveling)</td>
<td>$46.00</td>
<td>$138.00</td>
</tr>
<tr>
<td>Submersible well development pump (electric) 2-inch diameter</td>
<td>$53.00</td>
<td></td>
</tr>
<tr>
<td>Self-priming centrifugal pump (trash)</td>
<td>$81.00</td>
<td></td>
</tr>
<tr>
<td>Poly Tank (Tasks 4.4.a.11 and 4.4.d.8 only)</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>500 gallons of water (Tasks 4.4.a.11 and 4.4.d.8 only)</td>
<td>$25.00</td>
<td></td>
</tr>
</tbody>
</table>
Portable Field Instruments | Per Day | Per Week
---|---|---
Combustible gas indicator/with oxygen meter* | $50.00 | $150.00
OVD – PID or FID* | $50.00 | $150.00
Multi-gas meter (O₂, CO₂, CH₄) * | $50.00 | $150.00
Oil/water interface probe* | $10.00 | |
Turbidity meter* | $10.00 | |
Electronic water-level indicator* | $10.00 | |
Vacuum Gauge/Manometer – air* | $5.00 | |
pH meter* | $10.00 | |
Velocity Meter - air* | $10.00 | |
Digital or dial vacuum gauge* | $5.00 | |
2K to 3K PSI pressure washer* | $20.00 | |
Flow regulator (air samples only) | $81.00 | |
SUMMA Canister | $69.00 | |

* - considered tools of the trade

Equipment/Supplies | Unit Cost
---|---
Disposable bailer | $10.00
Petroleum absorbent booms (8 inch diameter, 10 ft. sections) | $55.00
Petroleum absorbent pads (15” x 20”, Light weight, 100 count) | $70.00
Petroleum absorbent pads (15” x 20”, Heavy weight, 100 count) | $88.00
Petroleum absorbent sweeps (18” x 100’ x 3/8”) | $108.00
Soil and well sampling supplies (includes, but not limited to, ice, disposal of samples, twine or string, latex gloves, and decontamination materials. These supply costs are per sampling event and not per well.) | $25.00
0.45 micron water filter (PAHs and metals sampling) | $20.00
Safety cones, barricades, caution tape | $10.00/day

B. Vehicles

Reimbursement is only for mileage within Tennessee with a maximum 300 miles round trip. If the vehicle size is not specified, the lowest rate will be applied.

Vehicle | Rate
---|---
Autos/pick-up trucks (cost/mile) | $0.47*
Three/quarter (3/4) ton truck (cost/mile) | $0.75
Vacuum truck/with driver cost/hour | $188.00

*Mileage will be reimbursed in accordance with the state of TN travel regulations in effect at the time that work was performed. Current travel regulations can be found at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf
Mobilization and Demobilization

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacuum truck with driver (cost/mile) (Minimum of $270.00) (Maximum 300 miles round trip)</td>
<td>$2.70 $810.00</td>
</tr>
</tbody>
</table>

C. Disposal and Treatment of Contaminated Soil

Contaminated soil and clean soil must be segregated. Disposal of soil with contaminant concentrations below the Division's applicable cleanup level (e.g., ISL, RBCL, SSCL) will not be reimbursed. All invoices and weight tickets shall be submitted regardless of the treatment method. Reimbursement will be limited to actual costs plus a maximum 5% markup not to exceed the following rates (additional transportation costs will not be reimbursed, actual dump truck and driver time will be reimbursed):

<table>
<thead>
<tr>
<th>Treatment</th>
<th>Per Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land farming (must provide cost comparison with landfill for approval from case manager)</td>
<td>cost + 5%</td>
</tr>
<tr>
<td>Landfill</td>
<td>cost + 5%</td>
</tr>
</tbody>
</table>

D. Disposal and Treatment of Contaminated Water

Reimbursement is limited to water treated at a permitted water treatment facility. The Fund will not pay a per gallon rate for water treated on site. Disposal and/or treatment of water with contaminant concentrations below the Division's ISLs will not be reimbursed. Original invoices and manifests, including the volume of water treated shall be submitted. Reimbursement will be limited to actual costs plus a maximum 5% markup not to exceed the following rate (rate includes transportation):

<table>
<thead>
<tr>
<th>Contents</th>
<th>Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>$0.94</td>
</tr>
</tbody>
</table>

E. Drum Disposal of Contaminated Soil and/or Water (includes cost of drum)

Soil and water that is drummed is not considered the most efficient way of handling contamination and will be scrutinized. Disposal and/or treatment of soil and/or water with contaminant concentrations below the Division's SiteSpecific Cleanup Levels will not be reimbursed. This cost includes drum, disposal, and transport.

<table>
<thead>
<tr>
<th>Contents</th>
<th>Per Drum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water, soil, used booms, pads, etc.</td>
<td>$200.00</td>
</tr>
</tbody>
</table>
F. Drilling

Equipment included in mobilization/demobilization costs are: rig, support vehicles, steam cleaner, grout plant, trailers, and crew. Price per foot costs include: drill rig, setup fee, installation, sand, bentonite, cement, lock, end plug, casing, and screen. CACs should negotiate prices with drillers prior to drilling. **Reimbursement will be limited to actual costs plus a maximum 15% markup not to exceed the following rates:**

<table>
<thead>
<tr>
<th>Drilling Method and Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auger rig/core rig/wash rotary rig/air rotary rig (cost per mile)</td>
<td>$5.00</td>
</tr>
<tr>
<td>(Minimum of $500.00)</td>
<td></td>
</tr>
<tr>
<td>(Maximum 300 miles round trip)</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Auger drilling [cost/foot including two (2) man crew]</td>
<td></td>
</tr>
<tr>
<td>Two (2) inch wells</td>
<td>$42.00</td>
</tr>
<tr>
<td>Four (4) inch wells</td>
<td>$52.00</td>
</tr>
<tr>
<td>Air rotary drilling [cost/foot including two (2) man crew]</td>
<td></td>
</tr>
<tr>
<td>Two (2) inch wells</td>
<td>$55.00</td>
</tr>
<tr>
<td>Four (4) inch wells</td>
<td>$65.00</td>
</tr>
<tr>
<td>Double cased well [cost/foot to drill and install outside casing including two (2) man crew, steel casing, and grouting]</td>
<td>$73.00</td>
</tr>
<tr>
<td>Six (6) inch</td>
<td></td>
</tr>
<tr>
<td>Eight (8) inch</td>
<td>$87.00</td>
</tr>
<tr>
<td>Well abandonment (includes licensed well driller, equipment, and supplies) (cost/foot)</td>
<td>$13.00</td>
</tr>
<tr>
<td>Borings (cost/foot)</td>
<td>$18.00</td>
</tr>
<tr>
<td>Split spoon sampling (ASTM-D1586) [cost/two (2) foot sampler]</td>
<td>$24.00</td>
</tr>
<tr>
<td>Continuous sampling [cost/five (5) foot sampler]</td>
<td>$55.00</td>
</tr>
<tr>
<td>Decontamination of rig and tools (cost/boring includes steam cleaner rental)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Standby time not due to the driller (cost/day with maximum of 1 hour)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Third man for drilling (cost/hour)</td>
<td>$40.00</td>
</tr>
<tr>
<td>Watertight bolt down manhole (one per well - all sizes)</td>
<td>$78.00</td>
</tr>
<tr>
<td>Centralizers-stainless steel (cost/per unit)</td>
<td></td>
</tr>
<tr>
<td>Two (2) inch</td>
<td>$30.00</td>
</tr>
<tr>
<td>Four (4) inch</td>
<td>$32.00</td>
</tr>
<tr>
<td>Concrete penetration (cost/hole)</td>
<td>$114.00</td>
</tr>
<tr>
<td>Removal of manhole cover and well pad (cost/well)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Recovery well vaults (2’x2’x2’) (must actually be removed)</td>
<td>$345.00</td>
</tr>
<tr>
<td>1-ton truck with heavy trailer (cost/mile not to exceed 300 miles round trip – only applicable to days where mobilization charges do not apply)</td>
<td>$1.50</td>
</tr>
<tr>
<td>Freight charges for well supplies - casing, screen, bentonite, etc.</td>
<td>Actual cost</td>
</tr>
</tbody>
</table>
## Direct Push Technology and Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization/demobilization (cost per mile) (Minimum of $270.00) (Maximum 300 miles round trip)</td>
<td>$2.70</td>
</tr>
<tr>
<td>Direct push [cost/day including a two (2) man crew]</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Direct push [cost/half-day including a two (2) man crew]</td>
<td>$1,425.00</td>
</tr>
<tr>
<td>Soil sample liners (cost/unit)</td>
<td>$7.00</td>
</tr>
<tr>
<td>Soil gas survey sample train using nylon tubing (cost/sample train)</td>
<td>$33.00</td>
</tr>
<tr>
<td>Expendable probe points (cost/unit)</td>
<td>$13.00</td>
</tr>
<tr>
<td>Expendable soil gas probe points (cost/unit)</td>
<td>$25.00</td>
</tr>
<tr>
<td>Temporary well (cost/foot)</td>
<td>$6.00</td>
</tr>
<tr>
<td>Bentonite (cost/50-lb bag)</td>
<td>$17.00</td>
</tr>
</tbody>
</table>

## Soil Samples (Includes Markup)

<table>
<thead>
<tr>
<th>Chemical of Concern</th>
<th>Method</th>
<th>Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>BTEX, MtBE, Naphthalene</td>
<td>Method 8260B</td>
<td>$86.00</td>
</tr>
<tr>
<td>BTEX, MtBE, Naphthalene, EDB, EDC</td>
<td>Method 8260B</td>
<td>$136.00</td>
</tr>
<tr>
<td>TCLP</td>
<td>Method 1311</td>
<td>$479.00</td>
</tr>
</tbody>
</table>

## Laboratory Analyses

Invoices must include the Facility ID number. Only analytical results required by the Division will be reimbursed. NPDES, POTW, TCLP, and other required costs associated with approved Division activities will also be reimbursed. **If GRO, DRO and/or EPH are required to be sampled for permit requirements, then you must submit a copy of the discharge approval letter with the reimbursement application.**

The chain of custody for the samples should always be submitted with any analytical charges. Samples received by the laboratory above the required temperature of 4 degrees Celsius will not be reimbursed. When sampling a drinking water supply, the detection limit shall not exceed the established MCL for that constituent. Any sample that fails to meet minimum detection limits will not be reimbursed. **The following analytical results will be reimbursed at actual cost plus a maximum 15% markup not to exceed the following rates:**

<table>
<thead>
<tr>
<th>Chemical of Concern</th>
<th>Method</th>
<th>Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>BTEX, MtBE, Naphthalene</td>
<td>Method 8260B</td>
<td>$86.00</td>
</tr>
<tr>
<td>BTEX, MtBE, Naphthalene, EDB, EDC</td>
<td>Method 8260B</td>
<td>$136.00</td>
</tr>
<tr>
<td>TCLP</td>
<td>Method 1311</td>
<td>$479.00</td>
</tr>
</tbody>
</table>
## Water Samples (Includes Markup)

<table>
<thead>
<tr>
<th>Chemical of Concern</th>
<th>Method</th>
<th>Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>BTEX, MtBE, Naphthalene</td>
<td>Method 8260B</td>
<td>$96.00</td>
</tr>
<tr>
<td>BTEX, MtBE, Naphthalene, EDB, EDC</td>
<td>Method 8260B</td>
<td>$146.00</td>
</tr>
<tr>
<td>EDB only</td>
<td>Method 8011</td>
<td>$86.00</td>
</tr>
<tr>
<td>PAHs</td>
<td>Method 8270C-SIM/8310</td>
<td>$150.00</td>
</tr>
<tr>
<td>Metals (Cd, Cr, Pb, Ag, Zn)</td>
<td>Method 6010</td>
<td>$125.00</td>
</tr>
<tr>
<td>Lead (Pb) only</td>
<td>Method 6010</td>
<td>$25.00</td>
</tr>
<tr>
<td>Fe, Mn for groundwater classification</td>
<td>Method 6010</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

## Discharge Samples per Permit (Includes Markup)

<table>
<thead>
<tr>
<th>Chemical of Concern</th>
<th>Method</th>
<th>Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oil &amp; Grease</td>
<td>Method 1664 Revision B</td>
<td>$58.00</td>
</tr>
<tr>
<td>Total suspended solids</td>
<td>Method 160.2</td>
<td>$21.00</td>
</tr>
<tr>
<td>Diesel Range Organics (DRO)</td>
<td>Method 8015</td>
<td>$85.00</td>
</tr>
<tr>
<td>Gasoline Range Organics (GRO)</td>
<td>Method 8015</td>
<td>$85.00</td>
</tr>
<tr>
<td>Extractable Petroleum Hydrocarbons (EPH)</td>
<td>TN EPH</td>
<td>$85.00</td>
</tr>
<tr>
<td>Metals (Cd, Cr, Pb) only</td>
<td>Method 6010</td>
<td>$75.00</td>
</tr>
<tr>
<td>LC50 Toxicity Test</td>
<td>Method LC50</td>
<td>$1,175.00</td>
</tr>
<tr>
<td>IC25 Toxicity Test</td>
<td>Method IC25</td>
<td>$1,760.00</td>
</tr>
</tbody>
</table>

## Air Samples (Includes Markup)

<table>
<thead>
<tr>
<th>Chemical of Concern</th>
<th>Method</th>
<th>Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>BTEX, MtBE, Naphthalene, Isopropyl Alcohol</td>
<td>Method TO-15</td>
<td>$295.00</td>
</tr>
<tr>
<td>Percent O&lt;sub&gt;2&lt;/sub&gt; and CO&lt;sub&gt;2&lt;/sub&gt; (must be analyzed concurrently from SUMMA® sample above)</td>
<td>Method 1945/1946/ D5314 or EPA Method 3C</td>
<td>$110.00</td>
</tr>
</tbody>
</table>

### H. Travel Expenses and Per Diem

Meals will not be reimbursed without a corresponding hotel/motel receipt. Only one (1) day of meals will be reimbursed per overnight stay. Lodging and per diem will be reimbursed in accordance with the state of TN travel regulations in effect at the time that the work was performed. Current travel regulations can be found at: [https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf](https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf).
### Maximum Lodging Costs and Meals & Incidental Costs

<table>
<thead>
<tr>
<th>County</th>
<th>Maximum Lodging Costs</th>
<th>Maximum Meals &amp; Incidental Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davidson (Nashville)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>September to November</td>
<td>$234.00</td>
<td>$61.00</td>
</tr>
<tr>
<td>December to January</td>
<td>$187.00</td>
<td>$61.00</td>
</tr>
<tr>
<td>February to June</td>
<td>$230.00</td>
<td>$61.00</td>
</tr>
<tr>
<td>July to August</td>
<td>$207.00</td>
<td>$61.00</td>
</tr>
<tr>
<td>Shelby (Memphis)</td>
<td>$123.00</td>
<td>$61.00</td>
</tr>
<tr>
<td>Williamson (Brentwood/Franklin)</td>
<td>$125.00</td>
<td>$61.00</td>
</tr>
<tr>
<td>Hamilton (Chattanooga)</td>
<td>$109.00</td>
<td>$61.00</td>
</tr>
<tr>
<td>Knox (Knoxville)</td>
<td>$102.00</td>
<td>$56.00</td>
</tr>
<tr>
<td>All other counties</td>
<td>$96.00</td>
<td>$55.00</td>
</tr>
</tbody>
</table>

### Professional Travel Time

<table>
<thead>
<tr>
<th>Professional Travel Time</th>
<th>Maximum Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-way per trip based on professional staff description and rate</td>
<td>3</td>
</tr>
<tr>
<td>Round trip based on professional staff description and rate</td>
<td>6</td>
</tr>
</tbody>
</table>

## I. Other

Each task provides a maximum cost. This cost represents the maximum the Division may reimburse if the work is acceptable and conducted as approved. Only actual charges, not the maximum, will be reimbursed. For example, a task may allow a maximum of up to ten (10) hours to conduct the work, but the actual work performed by contractor personnel was five (5) hours. Only five (5) hours may be requested for reimbursement.

A detailed time sheet and/or field log/book shall be kept for every UST task conducted although they may not be required to be submitted with the application. The Division may request these to verify claim amounts. Time reporting should be broken into fifteen (15) minute increments (i.e., 0.25 hr; 1.75 hrs; etc.). Any other time increments will not be properly calculated by the reimbursement database.
VIII. TASK DESCRIPTIONS

1.0 UST SYSTEM CLOSURE PROCESS

Task 1.1 Over-excavation

1.1.a Cost for excavating soil and stockpiling during UST Closure

This task will include all necessary personnel and labor, equipment and supplies to excavate, screen, collect samples and properly stockpile contaminated soil during an UST system closure as per Closure Assessment Guidelines. Cost includes all sampling supplies. This task includes personnel time to coordinate this task and to manage laboratory services (i.e., Chain of Custody, sample preparation, sample quality assurance/quality control (QA/QC), and invoice managing). Reimbursement is limited to excavation and stockpiling of contaminated soil. Soil contamination as defined by the applicable Closure Guidelines must be documented by an approved state of Tennessee laboratory method. Routine over-excavation shall not exceed three (3) workdays (10-hour workday) without prior approval from the Division project manager.

Personnel cost is hourly, not to exceed $2,429.00 per day.
Maximum equipment cost is $2,283.00 per day.

1.1.b Cost for mobilization and demobilization of heavy equipment

This task will include mobilization and demobilization of the trackhoe or backhoe to and from the site.

Maximum cost for category 1 equipment is $450.00 ($1.50/mile).
Maximum cost for category 2 equipment is $810.00 ($2.70/mile).
Category 3 equipment mobilization requires submission of 3 bids and prior Division approval.

1.1.c Cost for loading stockpiled contaminated soil for disposal

This task will include all necessary personnel and labor, equipment, and supplies for loading petroleum contaminated soil for proper disposal at a permitted facility. The volume of the contaminated material requested for reimbursement must agree with the volume of the contaminated area during the closure as reported in the Permanent Closure Report.

Routine loading shall not exceed one (1) workday (10-hour workday).

Personnel cost is hourly not to exceed $2,820.00 per day.
Maximum equipment cost is $3,038.00 per day.
1.1.d  Cost for laboratory services

This task will include any soil laboratory analysis not associated with a boring or monitoring well installation. These samples may include, but are not necessarily limited to, samples from a tank pit, samples of a stockpile for disposal or treatment, interceptor trench, or samples that are obtained by hand augering. The CAC must submit the laboratory invoice and completed chain of custody form with the reimbursement request. The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup will not be allowed if the CAC uses their own lab. Transportation costs to the laboratory should be included in this task. Maximum costs shall not exceed the reasonable reimbursable rates as determined by the applicable laboratory method, established in Reference 1.

1.1.e  Cost for replacement backfill material during any type of over-excavation

This task consists of the cost for replacement backfill material to properly backfill the contaminated area(s) of the tank pit and/or associated piping trench(s) with a like material. The volume of the backfill material requested for reimbursement must agree with the volume of the contaminated area during the closure as reported in the Permanent Closure Report minus the volume of the tank void. Backfill must be acquired/purchased locally whenever possible. Cost plus 15% markup which includes transportation costs.

1.1.f  Cost for backfilling the tank pit and/or associated piping trench(s) during over-excavation

This task consists of all necessary personnel and labor, equipment, and materials to properly backfill the contaminated area(s) of the tank pit and/or associated piping trench(s). Routine backfilling shall not exceed one (1) workday (maximum 10-hour workday) without prior approval from the Division project manager. Personnel cost is hourly not to exceed $2,820.00 per day. Maximum equipment cost is $3,013.00 per day.
1.0 UST SYSTEM CLOSURE PROCESS

Task 1.2 Groundwater/Free Product Removal

1.2.a Cost for removing contaminated groundwater and/or free product using a vacuum/pump truck

This task will include all necessary equipment (such as a vacuum or pump truck) and personnel time (such as truck driver, or technician and CAC), to monitor the removal of contaminated groundwater and/or free product from a tank excavation, pit, trench, vault, etc. **Groundwater contamination as defined by the applicable Closure Guidelines must be documented by an approved state of Tennessee laboratory method.** This task does not include the cost of laboratory analyses of samples collected. Routine groundwater/free product removal shall not exceed ten (10) hours without prior Division approval. **Maximum cost is $280.00 per hour (or $2,800.00 per day).**

1.2.b Cost for mobilization and demobilization of vacuum/pump truck

This task will include mobilization and demobilization of the vacuum truck or pump truck to and from site for groundwater/free product removal. **Maximum cost is $810.00 ($2.70/mile).**

1.2.c Cost for inspecting/sampling tank pit for groundwater recharge

This task will include any personnel time and all sampling supplies to inspect and/or collect a groundwater sample for laboratory analysis from a tank pit, utility trench, or interceptor trench. This task includes personnel time to coordinate this task and to manage laboratory services (i.e., Chain of Custody, sample preparation, sample QA/QC, and invoice managing). Maximum on-site personnel time limited to two (2) hours. (Do not use the Sampling button in the cost database to enter costs for this task). **Maximum number of samples is two (2) per tank pit and/or two (2) per installation. Maximum cost is $171.00 per event.**

1.2.d Cost for laboratory services

This task will include any groundwater laboratory analysis not associated with a boring or monitoring well installation. The CAC must submit the laboratory invoice and completed chain of custody form with the reimbursement request. **The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup**
will not be allowed if the CAC uses their own lab. Transportation costs to the laboratory should be included in this task. Maximum costs shall not exceed the reasonable reimbursable rates as determined by the applicable laboratory method established in Reference 1.

1.2.e Cost for disposal of free product and/or groundwater contaminated with petroleum product

This task consists of disposal of free product and/or groundwater contaminated with petroleum product removed from a tank pit, trench, etc. The volume of free product and/or groundwater contaminated with petroleum product requested for reimbursement must agree with the volume documented in the Permanent Closure Report. Groundwater contamination as defined by the applicable Closure Guidelines must be documented by an approved state of Tennessee laboratory method. The Fund will not pay a per gallon rate for water treated on site. Reimbursement will be limited to actual costs plus a maximum of 5% markup not to exceed $0.94 per gallon.
1.0 **UST SYSTEM CLOSURE PROCESS**

**Task 1.3 Soil Treatment/Disposal**

**Task 1.3.a Soil Treatment by Aeration**

(This method of soil treatment is only allowed for gasoline impacted soil.)

1.3.a.1 **Cost for mobilization and setup for treatment of contaminated soil by aeration**

This task will include either on-site or off-site natural attenuation of petroleum-contaminated soil by aeration. This method of soil treatment is only allowed for gasoline impacted soil. This task will include all necessary hauling, personnel and labor, equipment, and supplies (i.e., plastic sheeting, straw bales, etc.). **The volume of the contaminated material requested for reimbursement must agree with the volume of the contaminated area during the closure as reported in the Permanent Closure Report. Maximum cost is $2,790.00 per closure event and/or approved application, plus applicable equipment mobilization/demobilization charges.**

1.3.a.2 **Cost for tilling and/or disking of contaminated soil**

This task consists of tilling and/or disking the petroleum contaminated soil generated at underground storage tank sites. Tilling and/or disking shall be conducted at a minimum of once per month and not to exceed two (2) times a month. Routine tilling and/or disking shall not exceed four hours on site time. Cost includes personnel and equipment. **Maximum cost is $790.00.**

1.3.a.3 **Cost for inspecting and maintaining the integrity of the treatment cell**

This task will include all personnel time and equipment necessary to inspect and maintain the integrity of the treatment cell not to exceed one (1) time per month. Routine inspecting and/or maintaining shall not exceed four (4) hours on site technician time. Cost includes all personnel time, replacement of plastic sheeting, straw bales, etc. shall be purchased as needed and receipts provided. **Maximum personnel cost is $208.00 per event.**

1.3.a.4 **Cost for sampling soil treated by aeration**

This task will include sampling the treated soil in accordance with Technical Guidance Document (TGD)–009 and the approved application. This task
includes personnel time to coordinate this task and to manage laboratory services (i.e., Chain of Custody, sample preparation, sample QA/QC, and invoice managing). Sampling events shall be performed at a minimum, semi-annually and have prior written approval by the Division. Routine sampling shall not exceed two (2) hours on site personnel time. Cost includes all personnel time, a PID/FID, and all sampling supplies.

This is a lump sum task with a maximum cost of $201.00 per event.

1.3.a.5 Cost for laboratory services

This task will include any soil laboratory analysis from a treated stockpile. The CAC must submit the laboratory invoice and completed chain of custody form with the reimbursement request. The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup will not be allowed if the CAC uses their own lab. Transportation costs to the laboratory should be included in this task. Maximum costs shall not exceed the reasonable reimbursable rates as determined by the applicable laboratory method, established in Reference 1.
1.0 UST SYSTEM CLOSURE PROCESS

Task 1.3 Soil Treatment/ Disposal

Task 1.3.b Hauling and Soil Disposal by Landfilling

This task may also be used anytime excavated petroleum contaminated soil is disposed at a landfill.

1.3.b.1 Cost of scheduling for hauling and landfilling petroleum contaminated soil

This task will include all necessary contracting and scheduling for disposal of petroleum contaminated soil at a permitted landfill facility. Work shall not exceed two (2) hours.

Maximum cost is $218.00.

1.3.b.2 Cost for hauling petroleum contaminated soil

This task will include all necessary personnel and equipment, to haul soil to a permitted landfill. Disposal of soil with contamination levels below the Division's site-specific cleanup levels will not be reimbursed. The most cost effective alternative (including transportation) must be chosen. Trucks filled to their maximum legal capacity.

Maximum cost is $128.00 per hour for each truck and driver for a maximum of $1,280.00 per day for each truck and driver.

1.3.b.3 Cost for disposal of petroleum contaminated soil

This task will include all costs necessary for disposal of petroleum contaminated soil at a permitted landfill. Disposal of soil with contamination levels below the Division's site-specific cleanup levels will not be reimbursed. Reimbursement will be limited to actual costs plus a maximum 5% markup.

1.3.b.4 Cost for disposal of petroleum contaminated soil in drums

This task will include all necessary personnel and labor, equipment and supplies to properly dispose petroleum contaminated soil in drums at a permitted disposal facility. This cost includes drum, disposal, and transport.

Maximum cost is $200.00 per drum.
1.0 UST SYSTEM CLOSURE PROCESS

Task 1.3 Soil Treatment/ Disposal

Task 1.3.c Soil Treatment by Landfarming

1.3.c.1 Cost of scheduling for landfarming petroleum contaminated soil

This task will include all necessary contracting and scheduling for disposal of petroleum contaminated soil at a permitted land farm facility. Work not to exceed two (2) hours.
Maximum cost is $218.00.

1.3.c.2 Cost for hauling petroleum contaminated soil

This task will include all necessary personnel and equipment, to haul soil to a permitted landfarming facility. Fill the trucks to their maximum legal capacity. Maximum cost is $128.00 per hour for each truck and driver for a maximum of $1,280.00 per day for each truck and driver.

1.3.c.3 Cost for landfarming of petroleum contaminated soil

This task will include all necessary personnel and labor, equipment, and supplies for landfarming petroleum contaminated soil at a permitted land farm. The volume of the contaminated material requested for reimbursement must agree with the amount of the contaminated area during the closure as reported in the Permanent Closure Report. Disposal of soil with contamination levels below the Division's site-specific cleanup levels will not be reimbursed. Reimbursement will be limited to actual costs plus a maximum 5% markup. Must provide cost comparison with landfill for approval from case manager.
1.0 **UST SYSTEM CLOSURE PROCESS**

**Task 1.4 TRBCA Closure Process**

1.4.a **Cost for scheduling drilling event**

This task will include all necessary contracting and scheduling for a driller to perform all phases of drilling (i.e., soil borings, installation of monitoring wells, perform well development, boring abandonment, and various other drilling tasks as needed). This task shall include the scheduling of field activities associated with the drilling event, including locating all underground utilities. This task shall also include all personnel cost necessary to acquire all well permits from the appropriate agency.

**Maximum cost is $327.00.**

1.4.b **Cost for supervision of field work**

This task shall include oversight of field activities as well as office support and coordination. This task includes one (1) field person, either a licensed professional geologist under the Tennessee Geologist Licensure Act of 2007 (T.C.A. §62-36-101 et seq.), or registered professional engineer under the Tennessee Architects, Engineers, Landscape Architects, and Interior Designers Law and Rules (T.C.A. §62-2-101 et seq.), and the necessary equipment to supervise and manage drilling activities. Cost includes all personnel time, PID/FID, water level indicator/interface probe, and all sampling supplies. Included in the task, the CAC is required to complete all boring logs, well construction records, and collect all necessary soil samples including samples for soil disposal. Supervisory time should not exceed drilling time.

**Maximum cost per day is $1,114.00.**

1.4.c **Cost for mobilization/demobilization of drill rig**

This task will include mobilization and demobilization of the drill rig, support vehicles, steam cleaner, grout plant, trailers, and crew to and from the site. Mobilization/demobilization is not to exceed 300 miles round trip. **Maximum cost is limited to $5.00 per mile ($500 minimum) not to exceed a total cost of $1,500.00.**

1.4.d **Cost for drilling**

This task will include support vehicles, steam cleaner, grout plant, trailers, and crew. The CAC must submit the drilling invoice with the reimbursement request. All monitoring wells shall be installed and abandoned by a TN
licensed well driller. In order to simplify and speed reimbursement, it is recommended that drilling companies itemize their invoices to reflect the reasonable rate document form format. The cost of drilling will be reimbursed at cost plus 15% markup not to exceed the reasonable rate schedule. A markup will not be allowed if the CAC uses their own driller. All wells are required to be properly developed prior to sampling. This includes surge blocking where needed.

1.4.e Cost for well development

This task will include all necessary personnel (TN licensed geologist, TN licensed engineer, senior environmental specialist, environmental specialist, or senior technician), labor, equipment and supplies to properly develop wells in accordance with the EAG twenty-four (24) hours after installation, does not include drum costs.

**Maximum cost per day is $402.00.**

1.4.f Cost for groundwater sampling

This task includes all personnel time to collect static water level measurements, calculate purge volumes, sample wells of any depth or diameter, and sampling of purge water for disposal. This task also includes personnel time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing). Does not include drum costs.

**This is a lump sum task with a maximum cost of $298.50 for one (1) well.**

1.4.g Cost for laboratory services

This task includes laboratory costs associated with all sampling of soil and/or water. The CAC must submit the laboratory invoice and completed chain of custody form with the reimbursement request. **Only analytical test(s) required by the current Closure Assessment Guidelines will be reimbursed.** The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup will not be allowed if the CAC uses their own lab. Transportation/shipping costs to the laboratory should be included in this task.

**Maximum cost shall not exceed the reasonable reimbursable rates for the applicable laboratory method established in Reference 1.**

1.4.h Cost for water use and Karst survey

This task includes preparation of a water use and Karst survey in accordance with the EAG. This task includes all field work, telephone contacts and
records search. This task includes the completion of the Water Use Survey Sheets. This task is not repeatable unless requested/approved by the Division. Maximum cost is $1,040.00.

1.4.i Cost for disposal of free product and/or groundwater contaminated with petroleum product

This task will include all necessary personnel and labor, equipment and supplies to properly dispose of free product and/or groundwater contaminated with petroleum product removed from a monitoring well. Groundwater contamination must be documented by an approved state of Tennessee laboratory method. This cost includes cost of drum, disposal, and transport. Maximum cost is $200.00 per drum.

1.4.j Cost for disposal of petroleum contaminated soil

This task will include all costs necessary for disposal of petroleum contaminated soil at a permitted landfill. Disposal of soil with contamination levels below the Division’s site-specific cleanup levels will not be reimbursed. Reimbursement will be limited to actual costs plus a maximum 5% markup.

1.4.k Cost for disposal of petroleum contaminated soil in drums

This task will include all necessary personnel and labor, equipment and supplies to properly dispose petroleum contaminated soil in drums at a permitted disposal facility. This cost includes cost of drum, disposal, and transport. Maximum cost is $200.00 per drum.
2.0 HAZARD MANAGEMENT PROCESS

Task 2.1 Interceptor/Recovery Trench Installation (with Division approval only)

2.1.a Cost for interceptor/recovery trench design and approval

This task will include all personnel time to prepare a map for the proposed interceptor/recovery trench layout, plus cross sections and details as needed for proper construction. This task will include any project coordination time including cost estimates, equipment procurement/rental, and meeting with the responsible party and state regulators. Maximum cost is $713.00.

2.1.b Cost for mobilization and demobilization of heavy equipment

This task will include mobilization and demobilization of the trackhoe or backhoe to and from the site. Maximum cost is limited to $2.70 per mile not to exceed $810.00.

2.1.c Cost for interceptor/recovery trench installation

This task will include all necessary personnel and labor, equipment and supplies to excavate, properly install and collect samples from a passive interceptor/recovery trench. Cost includes location of utilities and removal of any concrete, asphalt and/or soil during installation. Cost also includes all sampling supplies, and equipment and trench supplies such as a trackhoe or backhoe, well screens, piping, and sumps. Routine installation shall not exceed one (1) workday (maximum 10-hour workday) without prior approval from the Division project manager. Personnel cost is hourly not to exceed $2,320.00 per day. Maximum equipment cost is $2,594.00 per day.

2.1.d Cost for loading stockpiled contaminated soil for disposal

This task will include all necessary personnel and labor, equipment, and supplies for loading petroleum contaminated soil for proper disposal at a permitted facility. The volume of the contaminated material requested for reimbursement must agree with the volume of the contaminated area during the installation as reported in the Initial Response and Hazard Management Report. Routine loading shall not exceed one (1) workday (maximum 10-hour workday). Personnel cost is hourly not to exceed $2,320.00 per day. Maximum equipment cost is $2,238.00 per day.
2.1.e Cost for replacement backfill material during any type of excavation

This task consists of the cost for replacement backfill material to properly backfill the contaminated area(s) of the tank pit and/or associated piping trench(s) with a like material. The volume of the backfill material requested for reimbursement must agree with the volume of the trench. Backfill must be acquired/purchased locally whenever possible. Cost plus 15% markup which includes transportation costs.

2.1.f Cost for repair/replacement of asphalt after interceptor/recovery trench installation

This task will include all personnel and labor, equipment and supplies to properly restore trench location to a condition comparable to the original condition. Maximum cost is cost of the bid plus 15% markup. Submit bid and applicable change orders to the Division and obtain approval in writing.

2.1.g Cost for repair/replacement of concrete after interceptor/recovery trench installation

This task will include all personnel and labor, equipment and supplies to properly restore trench location to a condition comparable to the original condition. Maximum cost of the bid plus 15% markup. Submit bid and applicable change orders to the Division and obtain approval in writing.

2.1.h Cost for repair/replacement of landscaping after interceptor/recovery trench installation

This task will include all personnel and labor, equipment and supplies to properly restore trench location to a condition comparable to the original condition utilizing seed, mulch, and straw by hand. Seed, mulch, and straw shall be purchased as needed and receipts provided. Personnel cost is hourly and not to exceed $104.00.

2.1.i Cost for backfilling the void and/or associated trench(s) during excavation

This task consists of all necessary personnel and labor, equipment, and materials to properly backfill the void area(s) and/or associated trench(s). Routine backfilling shall not exceed one (1) workday (maximum 10-hour workday) without prior approval from the Division project manager. Personnel cost is hourly not to exceed $2,820.00 per day. Maximum equipment cost is $3,043.00 per day.
2.0 HAZARD MANAGEMENT PROCESS

Task 2.2 Groundwater/Free Product Removal from an Interceptor/Recovery Trench (with Division approval only)

2.2.a Cost for removing contaminated groundwater and/or free product using a vacuum/pump truck from an interceptor/recovery trench

This task will include all necessary equipment (such as a vacuum or pump truck) and personnel (such as truck driver, CAC, or technician), to monitor the removal of contaminated groundwater and/or free product from an interceptor/recovery trench installation. Groundwater contamination must be documented by an approved state of Tennessee laboratory method. This task does not include the cost of laboratory analyses of samples collected. Maximum cost is $251.00 per hour (or $2,510.00 per day).

2.2.b Cost for mobilization and demobilization of vacuum/pump truck

This task will include mobilization and demobilization of the vacuum truck or pump truck to and from site. Maximum cost is limited to $2.70 per mile, with up to $810.00.

2.2.c Cost for groundwater sample collected for laboratory analysis and supplies (not associated with a boring/monitoring well)

This task will include any personnel time and sampling supplies to collect a groundwater sample for laboratory analysis during interceptor/recovery trench installation. This task includes personnel time to coordinate this task and to manage laboratory services (i.e., Chain of Custody, sample preparation, sample QA/QC, and invoice managing). Maximum on-site personnel time limited to two (2) hours. Maximum number of samples is two (2) per trench and/or two (2) per installation. Maximum cost is $171.00 per event.

2.2.d Cost for laboratory services

This task will include any groundwater laboratory analysis collected during interceptor/recovery trench installation. The CAC must submit the laboratory invoice and completed chain of custody form with the reimbursement request. The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup will not be allowed if the CAC uses their own lab. Maximum costs shall not exceed the reasonable reimbursable rates as determined by the applicable laboratory method established in Reference 1.
Transportation/shipping costs to the laboratory should be included in this task. **Maximum number of samples is two (2) per trench and/or two (2) per installation.**

### 2.2.e Cost for disposal of free product and/or groundwater contaminated with petroleum product

This task consists of disposal of free product and/or groundwater contaminated with petroleum product removed from a tank pit, trench, etc. **The volume of free product and/or groundwater contaminated as defined by the applicable Closure Guidelines requested for reimbursement must agree with the volume documented in the Initial Response and Hazard Management Report.** Groundwater contamination must be documented by an approved state of Tennessee laboratory method. The Fund will not pay a per gallon rate for water treated on site. **Reimbursement will be limited to actual costs plus a maximum of 5% markup not to exceed $0.94 per gallon.**

### 2.2.f Cost for obtaining a temporary permit to POTW

This task will include all personnel and labor to coordinate and prepare a permit application required by local POTW for temporary discharge of contaminated petroleum groundwater. **Maximum cost is based on the actual permit fee required per municipality plus a maximum of two (2) hours personnel time (not to exceed $184.00).**

### 2.2.g Cost for obtaining a groundwater sample collected to meet POTW discharge requirements

This task will include all personnel and labor to collect a groundwater sample for laboratory analysis to meet/establish POTW discharge permit requirements. This task includes personnel time to coordinate this task and to manage laboratory services (i.e., Chain of Custody, sample preparation, sample QA/QC, and invoice managing). The sampling frequency and laboratory analytical requirements shall be in accordance with the approved discharge permit. Maximum number is one (1) sample per discharge. **This is a lump sum task with a maximum cost of $88.00 per required sample.**

### 2.2.h Cost for discharge to POTW

This task will include all costs associated with the discharge of groundwater/free product under the approved POTW permit. **The amount**
requested for reimbursement should agree with the volume (in gallons) reported as discharged in the POTW report. Maximum cost is based on the actual discharge fee per gallon as charged by the POTW.
2.0 HAZARD MANAGEMENT PROCESS

Task 2.3 Free Product Removal by Hand Bailing (with Division approval only)

2.3.a Cost for removing free product by hand bailing

This task will include all necessary personnel and labor, equipment (such as gloves, bailers, twine, and oil-water interface probe), and labor (senior technician) to remove free product from a monitoring well or observation well and properly store when encountered. This task includes measurement and recording of groundwater depths and product thickness in each well. Work is not to exceed 8 hours. Task is limited to a maximum of two (2) events per month. Duration is not to exceed three (3) months unless otherwise directed by the Division. Maximum cost is of $579.00 per event.

2.3.b Cost for disposal of free product

This task consists of transportation and disposal of contaminated petroleum product removed from a monitoring well or observation well. This cost includes drum, disposal, and transport. Maximum cost is $200.00 per drum.
2.0 HAZARD MANAGEMENT PROCESS

Task 2.4 Mobile Enhanced Multi-phase Extraction (MEME)

2.4.a Cost for initial project setup

This task will consist of review of the existing site data, and coordination and scheduling the MEME event. 
Maximum cost is $184.00 per event.

2.4.b Cost for mobilization and demobilization of vacuum truck

This task will include mobilization and demobilization of the vacuum truck or pump truck to and from site. Mobilization/demobilization is not to exceed 300 miles round trip. 
Maximum cost is limited to $2.70 per mile for the vacuum or pump truck, not to exceed $810.00.

2.4.c Cost for supervision of 8-hour MEME event field work

This task will include all personnel time for the supervision of one (1) complete 8-hour MEME event. This task includes one (1) field person to oversee MEME activities. This task includes, if not conducted by the MEME contractor, tabulating results (free product and groundwater measurements before and after the event plus vacuum pressure on affected wells during the event), recording the amount of product and water recovered, vacuum radius of influence, ensuring all readings by the MEME contractor is obtained, etc. 
Maximum cost is $1,049.50.

2.4.d Cost for performing an 8-hour MEME event

This task will include the setup and performance of one (1) 8-hour MEME event according to the approved application. This task will include personnel and equipment to perform one (1) eight (8) hour MEME event. Required equipment also includes instrumentation for measuring temperature, velocity, relative humidity, the concentration of emissions, the amount of product and water recovered. Cost includes two (2) hours allowed for set-up and shut down and eight (8) hours for the actual MEME event. 
Maximum cost is bid plus 15% markup. Submit as a lump sum bid and applicable change orders to the Division and obtain approval in writing.
2.4.e **Cost for performing a 24-hour MEME event**

This task will include the setup and performance of one (1) 24-hour MEME event according to the approved application. This task will include personnel and equipment to perform one (1) twenty four hour MEME event. Required equipment also includes instrumentation for measuring temperature, velocity, relative humidity, and the concentration of emissions. Cost includes two (2) hours allowed for set-up and shut down and 24 hours for the actual MEME event.

**Maximum cost is bid plus 15% markup. Submit as a lump sum bid and applicable change orders to the Division and obtain approval in writing**

2.4.f **Cost for disposal of free product and/or groundwater contaminated with petroleum product**

This task consists of disposal of free product and/or groundwater contaminated with petroleum product removed during a MEME event. **The volume of free product and/or groundwater contaminated with petroleum product requested for reimbursement must agree with the volume documented in the MEME Report.**

Reimbursement will be limited to actual costs plus a maximum of 5% markup not to exceed $0.94 per gallon.

2.4.g **Cost for free product assessment after an 8-hour MEME event**

This task includes measurement and recording of groundwater depth and product thickness of each well after a free product recovery event. The intent of this task is to determine if the free product recovery method should be continued. A recommendation shall be provided as to the status of free product in the wells and the most appropriate course of further action. Cost includes personnel and labor, equipment, and supplies.

**Maximum cost is $313.50 per event.**

2.4.h **Cost for laboratory services**

This task includes laboratory costs associated with all sampling of influent groundwater. CAC must submit the laboratory invoice and chain of custody with the reimbursement request. The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup will not be allowed if the CAC uses their own lab. Transportation costs to the laboratory should be included in this task. **Maximum cost shall not exceed the reasonable reimbursable rates as determined by the applicable laboratory method established in Reference 1.**
2.4.i Cost for supervision of 24-hour MEME event field work

This task will include all personnel time for the supervision of one (1) complete MEME event. This task includes one (1) field person to oversee 24-hour MEME activities, assemble the sample train and collect the influent water sample for a maximum of four (4) hours.

**Maximum cost is $2,099.50.**
2.0 HAZARD MANAGEMENT PROCESS

Task 2.5 Free Product Recovery on Surface Water

2.5.a Cost for installation of absorbent pads and/or booms on surface water

This task will include all personnel time to install/lay booms or absorbent pads (up to 50) to recover free-floating product from impacted surface waters. Personnel time includes time for two (2) employees [one (1) senior technician and one (1) technician]. This task includes all field materials used including absorbent booms, absorbent pads, polypropylene rope, steel fence posts, and field supplies. Maximum cost is $333.00 per event.

2.5.b Cost for boom inspection and replacement

This task will include all personnel time [for one (1) senior technician and one (1) technician] and materials to replace and/or repair absorbent booms placed on surface water to recover free product. Task is limited to two (2) times per month. Duration is not to exceed three months unless otherwise directed by the Division. Maximum cost is $283.00 per event.

2.5.c Cost of drums for spent booms and/or absorbent pads

This task will include all personnel time for purchasing and delivery of required drums to store used booms and/or absorbent pads. This task does not include cost of drum. This task also includes properly sealing and labeling drums. Maximum cost is $63.00.

2.5.d Cost for disposal of drums filled with spent booms and/or absorbent pads

This task will include all necessary personnel and labor, equipment and supplies to properly dispose of drums filled with spent booms and/or absorbent pads at a permitted disposal facility. This cost is for drum, disposal, and transport. Maximum cost is $200.00 per drum.

2.5.e Cost for specifying and purchasing a passive skimmer

This task will include all necessary personnel time to properly specify and purchase a passive skimmer system to remove free product from surface water. Professional hours are limited to one engineer, geologist, senior environmental specialist not to exceed two (2) hours. Prior written approval
from the Division project manager required. Cost of skimmer system is not to exceed $1,300.00/each. Maximum cost is $1,484.00.

2.5.f Cost for installation of a passive skimmer

This task will include all necessary personnel (senior technician) and equipment to install a passive skimmer system to remove free product from surface water. Work is not to exceed 2 hours. Maximum cost is $126.00.

2.5.g Cost for servicing a passive skimmer

This task will include emptying free product and properly storing recovered product from surface water. This task includes all personnel (senior technician), miscellaneous equipment, and supplies. Task is limited to a maximum of two (2) events per month. Work is not to exceed 2 hours. Maximum cost is $126.00.
2.0 HAZARD MANAGEMENT PROCESS

Task 2.6 Continuous Free Product Removal (with Division approval only)

2.6.a Cost for specifying and purchasing a passive skimmer

This task will include all necessary personnel time to properly specify and purchase a passive skimmer system to remove free product from a monitoring well. Professional hours are not to exceed two (2) hours. **Cost of skimmer system is not to exceed $800/each. Maximum cost is $984.00.**

2.6.b Cost for installation of a passive skimmer or absorbent pad/sock

This task will include all necessary personnel (senior technician) and equipment to install a passive skimmer system or absorbent pad/sock to remove free product from a monitoring well. This task includes measurement and recording of groundwater depths and product thickness in each well. **Work is not to exceed two (2) hours. Maximum cost is $126.00.**

2.6.c Cost for servicing a passive skimmer

This task will include emptying free product and properly storing recovered product from a monitoring well. This task includes all personnel (senior technician), miscellaneous equipment, and supplies. **Work not to exceed two (2) hours. Task is limited to a maximum of two (2) events per month. Maximum cost is $126.00.**
2.0 HAZARD MANAGEMENT PROCESS

Task 2.7 Impacted Drinking Water Management

2.7.a Cost for temporary response activities

This task will consist of notifying the groundwater user of impact to their water supply and delivery of bottled water or installation of a temporary purification system.

Maximum cost is $2,500.00 without an approved cost proposal. With an approved cost proposal, the maximum cost is equal to the cost of the bid, and change orders if applicable, submitted to the Division and approved in writing.

2.7.b Cost for permanent response activities

This task will include the cost to implement the Division approved Impacted Drinking Water Supply Permanent Response – Proposal (Task 6.5.c) and change order(s) if applicable, approved in writing by the Division.

Maximum cost is equal to the cost of the bid, and change orders if applicable, submitted to the Division and approved in writing.
2.0 HAZARD MANAGEMENT PROCESS

Task 2.8 Petroleum Vapor Impact Management

2.8.a Cost for temporary response activities

This task will consist of notifying the affected occupants and/or property owners of impacted buildings or utility districts of impacted utilities concerning the vapor hazard and proposed temporary actions. This task also includes implementation of temporary response actions.

Maximum cost is $2,500.00 without an approved cost proposal. With an approved cost proposal, the maximum cost is equal to the cost of the bid, and change orders if applicable, submitted to the Division and approved in writing.

2.8.b Cost for permanent response activities

This task will include the cost to implement the Division approved Petroleum Vapor Impact Response - Proposal (Task 6.6.b) and change order(s) if applicable, approved in writing by the Division.

Maximum cost is equal to the cost of the bid, and change orders if applicable, submitted to the Division and approved in writing.

2.8.c Cost for permit and/or utility service

This task includes all personnel time necessary to secure permits and/or utility connections with federal, state, and/or local government agency requirements. Maximum cost is $184.00.
3.0 RELEASE INVESTIGATION PROCESS

Task 3.1 Project Management

3.1.a Cost for initial project setup and review

This task will include all personnel time to review existing site data, including incident information, past site history, agency requirements (NOD, NOV, etc.), previous assessments and remediation (closure reports, IRHMR, ISCR, etc.). This task assumes client will provide CAC with all available information plus all reimbursement documentation. **This task is not repeatable per release.**

**Maximum cost is $706.00.**

3.1.b Cost for site reconnaissance

This task will include all personnel time to locate and identify potential receptors such as water wells, surface waters, basements, public utilities, and to locate and identify all potentially affected parties, including names and addresses. This task will also consist of gathering information about the site so that a detailed site map and site vicinity map can be later generated from field observation (i.e., location of discharge and extent, identification of all receptors, monitoring wells, and other site features). This task includes project manager oversight and staff level persons (or equal) to perform field work, telephone coordination with property owners and local city and state government agencies. This task includes data review, evaluation, and reporting (client, property owners, Division's files, etc.). If a previous CAC has already completed this task, then it should not be duplicated unless requested by the Division.

**Maximum cost is $977.00.**

3.1.c Cost for offsite access (grant of access)

This task will include all personnel time to acquire a grant-of-access from adjacent and nearby property owners. Access purposes may include, but are not limited to borings and soil sampling, monitoring and recovery well installation, city or county waterline hookup, easements, etc.

**Maximum cost is $368.00 per agreement.**

3.1.d Cost for pre-Corrective Action Plan meeting

This task will include the meeting held between Division personnel, the CAC and/or the responsible party, as deemed necessary by the Division prior to submission of a CAP. Topics for discussion shall include but not be limited to measured drawdown and radius of influence during the 24 hour MEME event,
extraction rates for soil vapor and groundwater, number of extraction or recovery wells and number with free product, permit requirements (treated water, air, construction, etc.), electrical supply availability and local requirements, and site obstructions (hindrances to CAS delivery and/or placement). This may include any time for an on-site meeting. Maximum cost includes the time required for oversight by the Project Manager and a maximum of two (2) staff level persons (or equal) to schedule, plan, and attend the meeting.

**Maximum cost is $1,581.00 per meeting.**
3.0 RELEASE INVESTIGATION PROCESS

Task 3.2 System Test

3.2.a Cost for system test

The UST system tightness testing is reimbursable for release investigations only. An approved tightness test for a release investigation will follow Rule 0400-18-01-.05(3)(a). All tightness test methods must be third party certified. **System tightness testing for system compliance is not reimbursable. Maximum cost is actual invoice cost from tightness tester.**
3.0 RELEASE INVESTIGATION PROCESS

Task 3.3 Drilling

3.3.a Cost for scheduling drilling event

This task will include all necessary contracting and scheduling for a driller to perform all phases of drilling (i.e., soil borings, installation of monitoring wells, remedial wells, perform well development, boring abandonment, and various other drilling tasks as needed). This task shall include the scheduling of field activities associated with the drilling event. This task shall include scheduling and coordinating of underground utility location services. This task shall also include all personnel time necessary to acquire all well permits from the appropriate agency.

Maximum allowable cost is $327.00.

3.3.b Cost for mobilization/demobilization of drill rig

This task will include mobilization and demobilization of the drill rig, support vehicles, steam cleaner, grout plant, trailers, and crew to and from the site. Mobilization/demobilization is not to exceed 300 miles round trip.

Direct push unit: Maximum cost is limited to $2.70 per mile not to exceed a total cost of $810.00.

Auger and air rotary type drilling rig: Maximum cost is limited to $5.00 per mile not to exceed a total cost of $1,500.00.

3.3.c Cost for supervision of field work

This task will include oversight of field activities as well as office support and coordination. This task includes one (1) field person, either a licensed professional geologist under the Tennessee Geologist Licensure Act of 2007 (T.C.A. §62-36-101 et seq.), or registered professional engineer under the Tennessee Architects, Engineers, Landscape Architects, and Interior Designers Law and Rules (T.C.A. §62-2-101 et seq.) with appropriate geologic experience, and the necessary equipment to supervise and manage drilling activities. Cost includes all personnel time, equipment, and supplies. Included in the task, the CAC is required to complete all boring logs, well construction records, and collect all necessary soil samples including samples for soil disposal. Supervisory time should not exceed drilling time.

Maximum allowable cost per day is $1,049.50.
3.3.d  Cost for drilling

This task will include support vehicles, steam cleaner, grout plant, trailers, and crew. All monitoring wells shall be installed by a TN licensed well driller. The CAC must submit the drilling invoice with the reimbursement request. In order to simplify and speed reimbursement, it is recommended that drilling companies itemize their invoices to reflect the reasonable rate document form format. The cost of drilling will be reimbursed at cost plus 15% markup not to exceed the reasonable rate schedule. A markup will not be allowed if the CAC uses their own driller. All wells are required to be properly developed prior to sampling. This includes surge blocking where needed.

3.3.e  Cost for well development

This task will include all necessary personnel (TN licensed geologist, TN licensed engineer, senior environmental specialist, environmental specialist, or senior technician), labor, equipment and supplies to properly develop wells in accordance with the EAG twenty-four (24) hours after installation. Maximum cost per day is $1,138.00.

3.3.f  Cost for disposal of petroleum contaminated soil in drums (includes cost of drums)

This task will include all necessary personnel, labor, equipment and supplies to properly dispose petroleum contaminated soil in drums at a permitted disposal facility. This cost is for drum, disposal, and transport. Maximum cost is $200.00 per drum.
3.0 RELEASE INVESTIGATION PROCESS

Task 3.4 Sampling

3.4.a Cost for groundwater sampling

This task includes all personnel time, equipment, and sampling supplies to collect static fluid level measurements, calculate purge volumes, sample wells of any depth or diameter, and sampling of purge water for disposal. This task also includes personnel time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing).

This is a lump sum task with a maximum cost of $298.50 for one (1) well and $136.00 per well for each additional well sampled.

3.4.b Cost for water supply well sampling

This task includes all personnel and sampling supplies to purge and sample a water supply well (i.e., indoor or outdoor spigot). This task includes all necessary equipment, personnel, and sampling supplies to perform well purging (by letting spigot run for an adequate time) followed by sampling. This task includes sampling of purge water for disposal. This task includes the time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing).

This is a lump sum task with a maximum cost of $151.00 for one (1) well and $63.00 for each additional well sampled.

3.4.c Cost for surface water sampling

This task includes sampling of various types of surface waters (i.e., includes ponds, streams, creeks, etc.) to verify contamination. This task includes all necessary equipment, personnel, and sampling supplies to perform sampling. This task includes personnel time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing).

This is a lump sum task with a maximum cost of $151.00 for one (1) sample point and $63.00 for each additional sample point.

3.4.d Cost for soil sampling (not associated with drilling activities)

This task includes various types of soil sampling not associated with drilling activities, closure activities, stockpile sampling or over-excavation sampling (i.e., includes surface sampling, etc.) to verify contamination. This task includes all necessary equipment, personnel, and sampling supplies to perform
sampling. This task includes personnel time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing).

This is a lump sum task with a maximum cost of $255.50 for one (1) sample point by hand augering and $63.00 for each additional sample point.

3.4.e Cost for laboratory services

This task includes laboratory costs associated with all sampling of soil and/or water. The CAC must submit the laboratory invoice and completed chain of custody form with the reimbursement request. The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup will not be allowed if the CAC uses their own lab. Transportation costs to the laboratory should be included in this task. Maximum cost shall not exceed the reasonable reimbursable rates as determined by the applicable laboratory method established in Reference 1.

3.4.f Cost for disposal of free product and/or groundwater contaminated with petroleum product (includes cost of drum)

This task consists of disposal of free product and/or groundwater contaminated with petroleum product removed from a monitoring well. Groundwater contamination must be documented by an approved state of Tennessee laboratory method. This cost is for drum, disposal, and transport. Maximum cost is $200.00 per drum.

3.4.g Cost for collection of thirty (30) day static groundwater levels

This task includes all personnel and equipment to properly collect thirty (30) day static water level measurements in accordance with the current Environmental Assessment Guidelines as required to develop potentiometric maps in the Initial Site Characterization Report. Maximum cost is $199.00.
3.0  RELEASE INVESTIGATION PROCESS

**Task 3.5 Receptor and Water Use Survey**

**3.5.a Cost for receptor survey**

This task includes preparation of a receptor survey in accordance with the EAG. This task includes all field work, telephone contacts and records search. This task includes the completion of the Water Use Survey Sheets. **This task is not repeatable unless requested/approved by the Division. Maximum cost is $396.00.**

**3.5.b Cost for water use and Karst survey**

This task includes preparation of a water use and Karst survey in accordance with the EAG. This task includes all field work, telephone contacts and record searches. This task includes the completion of the Water Use Survey Sheets. **This task is not repeatable unless requested/approved by the Division. Maximum cost is $1,040.00.**
3.0 RELEASE INVESTIGATION PROCESS

Task 3.6 Site Survey

3.6.a Cost for site survey by a licensed professional surveyor

This task will include all personnel time to coordinate and schedule field activities associated with the survey event, and equipment to collect, and record all data required to complete an acceptable monitoring well location map. This task shall include surveying the elevation of the established and documented point on the top of each well casing correlated with a mean sea level datum.

This is a lump sum task with a maximum cost of $1,007.00 for the initial four (4) wells and $173.00 for each additional well.
3.0 RELEASE INVESTIGATION PROCESS

Task 3.7 Vapor Monitoring

3.7.a Cost for vapor monitoring

This task includes monitoring of various types of aboveground structures and subsurface structures (i.e., includes buildings, basements, crawl spaces, utility vaults, etc.) for petroleum vapors. This task includes all necessary equipment and personnel to coordinate and conduct this task. This task should be performed in conjunction with any monitoring or sampling task when personnel are already onsite and not performed as a separate event, unless otherwise directed by the Division.

Maximum cost is $176.00 per day.
3.0 RELEASE INVESTIGATION PROCESS

Task 3.8 Soil Gas Survey

Task 3.8.a Soil Gas Survey Using Direct Push Technology

3.8.a.1 Cost for scheduling soil gas survey event

This task will include all necessary contracting and scheduling to perform all phases of the soil gas survey (i.e., soil borings and various other drilling tasks as needed). This task will include the scheduling of field activities associated with the soil gas survey event. This task shall include scheduling and coordinating of underground utility location services. **Maximum allowable cost is $327.00.**

3.8.a.2 Cost for mobilization/demobilization of direct push technology

This task will include mobilization and demobilization of the drill rig, support vehicles, steam cleaner, grout plant, trailers, and crew to and from the site. Mobilization/demobilization is not to exceed 300 miles round trip. **Maximum cost is limited to $2.70 per mile not to exceed a total cost of $810.00.**

3.8.a.3 Cost for supervision of field work using a direct push technology (4 sample points or less)

This task will include oversight of field activities as well as office support and coordination. This task will include all personnel and the necessary equipment to supervise and manage drilling activities. Cost includes all personnel time, sample train, assembly and testing of sample train and sample supplies. Included in the task the CAC is required to complete all field forms and collect all necessary samples. Supervisory time should not exceed drilling time. **Maximum allowable cost per half day is $1,701.00.**

3.8.a.4 Cost for supervision of field work using a direct push technology (5 or more sample points)

This task will include oversight of field activities as well as office support and coordination. This task will include all personnel and the necessary equipment to supervise and manage drilling activities. Cost includes all personnel time, sample train, assembly and testing of sample train and sample supplies. Included in the task, the CAC is required to complete all field forms and collect all necessary samples. Supervisory time should not exceed drilling time. **Maximum allowable cost per full day is $2,985.00 (10 hours).**
3.8.a.5 Cost for drilling using direct push technology (4 points or less)

This task will include support vehicles, steam cleaner, trailers, and a two (2) person crew. The CAC must submit the drilling invoice with the reimbursement request. In order to simplify and speed reimbursement, it is recommended that drilling companies itemize their invoices to reflect the reasonable rate document form format. **The cost of drilling will be reimbursed at cost plus 15% markup not to exceed the reasonable rate schedule. A markup will not be allowed if the CAC uses their own driller. Maximum allowable cost per half day is $1,542.00.**

3.8.a.6 Cost for drilling using direct push technology (5 sample points or more)

This task will include support vehicles, steam cleaner, trailers, and a two (2) person crew. The CAC must submit the drilling invoice with the reimbursement request. In order to simplify and speed reimbursement, it is recommended that drilling companies itemize their invoices to reflect the reasonable rate document form format. **The cost of drilling will be reimbursed at cost plus 15% markup not to exceed the reasonable rate schedule. A markup will not be allowed if the CAC uses their own driller. Maximum allowable cost per full day is $2,117.00.**

3.8.a.7 Cost for laboratory services

This task includes laboratory costs associated with all air or soil gas sampling. The CAC must submit the laboratory invoice and completed chain of custody form with the reimbursement request. **The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup will not be allowed if the CAC uses their own lab. Transportation costs to the laboratory should be included in this task.**
3.0 RELEASE INVESTIGATION PROCESS

Task 3.8 Soil Gas Survey

Task 3.8.b Soil Gas Survey Using Hammer Drill or Slide Hammer

3.8.b.1 Cost for scheduling soil gas survey event

This task will include all necessary contracting and scheduling to perform all phases of the soil gas survey (i.e., soil borings and various other drilling tasks as needed). This task will include the scheduling of field activities associated with the soil gas survey event. This task will include locating all underground utilities.

Maximum allowable cost is $327.00.

3.8.b.2 Cost for field work using a hammer drill or slide hammer (4 sample points or less)

This task will include oversight of field activities as well as office and field support and coordination. This task will include all personnel and the necessary equipment to supervise and conduct field activities. Cost includes all personnel time, sample train, assembly and testing of sample train and sample supplies. Included in the task, the CAC is required to complete all field forms and collect all necessary samples.

Maximum allowable cost per half day is $2,447.00 plus shipping.

3.8.b.3 Cost for field work using a hammer drill or slide hammer (5 or more sample points)

This task will include oversight of field activities as well as office and field support and coordination. This task will include all personnel and the necessary equipment to supervise and conduct field activities. Cost includes all personnel time, sample train, assembly and testing of sample train and sample supplies. Included in the task, the CAC is required to complete all field forms and collect all necessary samples.

Maximum allowable cost per full day is $4,083.00 plus shipping.

3.8.b.4 Cost for laboratory services

This task includes laboratory costs associated with all air or soil gas sampling. The CAC must submit the laboratory invoice and completed chain of custody form with the reimbursement request. The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup
will not be allowed if the CAC uses their own lab. Transportation costs to the laboratory should be included in this task.
3.0 RELEASE INVESTIGATION PROCESS

Task 3.9 Advanced Site Characterization

Task 3.9.a Advanced Site Characterization Technologies

3.9.a.1 Cost for scheduling approved site characterization technologies

This task will include all necessary contracting and scheduling to perform all phases of approved site characterization technologies. This task shall include the scheduling of field activities associated with the approved site characterization technologies. This task includes having the Tennessee 811 System locate all underground utilities. This task shall also include all personnel time necessary to acquire any required permits from the appropriate agency.

Maximum allowable cost is $327.00.

3.9.a.2 Cost for private utility location

This task will include the cost equal to the cost of the approved bid and change orders if applicable, submitted to the Division and approved in writing. Three bids are required, and the lowest bid is to be chosen unless approved by the Division in writing. Only one private utility location is allowed for each release unless approved by the Division in writing.

Maximum cost is equal to the cost of the bid, and change orders if applicable, plus a 15% markup, submitted to the Division and approved in writing.

3.9.a.3 Cost for mobilization/demobilization of drill rig

This task only applies if the advanced site characterization technologies sub-contractor is not supplying the drill rig. This task will include mobilization and demobilization of an appropriate drilling rig, support vehicles, steam cleaner, grout plant, trailers, and crew required to complete the approved advanced site characterization technologies to and from the site. Mobilization/demobilization is not to exceed 300 miles round trip.

Direct push unit: maximum cost is limited to $2.70 per mile not to exceed a total cost of $810.00.

Auger and air rotary type drilling rig: maximum cost is limited to $5.00 per mile not to exceed a total cost of $1,500.00.
3.9.a.4 Cost for drilling

This task only applies if the advanced site characterization technologies sub-contractor is not supplying the drill rig. This task will include the time and equipment required to advance the advanced site characterization technologies tools and includes support vehicles, trailers, and 2-person crew. The CAC must submit the drilling invoice with the reimbursement request. The cost of drilling will be reimbursed at cost plus 15% markup not to exceed the reasonable rate schedule. A markup will not be allowed if the CAC uses their own drill rig.

3.9.a.5 Cost for mobilization/demobilization of approved advanced site characterization technologies equipment

This task will include mobilization and demobilization of advanced site characterization technologies equipment to and from the site. The cost is equal to the cost of the approved bid and change orders if applicable, submitted to the Division and approved in writing. Maximum cost is equal to the cost of the bid, and change orders if applicable, submitted to the Division and approved in writing. No markup will be reimbursed.

3.9.a.6 Cost to conduct advanced site characterization technologies

This task will include the cost to conduct approved advanced site characterization technologies. Maximum cost is equal to the cost of the bid, and change orders if applicable, plus a 5% markup, submitted to the Division and approved in writing.

3.9.a.7 Cost for supervision of advanced site characterization technologies

This task will include oversight of field activities as well as office support and coordination. This task includes one (1) field person, either a licensed professional geologist under the Tennessee Geologist Licensure Act of 2007 (T.C.A. 562-36-101 et seq.), or registered professional engineer under the Tennessee Architects, Engineers, Landscape Architects, and Interior Designers Law and Rules (T.C.A. 562-2-101 et seq.) with appropriate geologic experience, and the necessary equipment to supervise and manage drilling activities. Supervisory time should not exceed drilling time. Maximum allowable cost per day is $974.50.
3.9.a.8 Cost of supervision of drilling/sampling

This task will include oversight of field activities as well as office support and coordination. This task includes one (1) field person, either a licensed professional geologist under the Tennessee Geologist Licensure Act of 2007 (T.C.A. §62-36-101 et seq.), or registered professional engineer under the Tennessee Architects, Engineers, Landscape Architects, and Interior Designers Law and Rules (T.C.A. §62-2-101 et seq.) with appropriate geologic experience, and the necessary equipment to supervise and manage drilling activities. Cost includes all personnel time, equipment, and supplies. Included in the task, the CAC is required to complete all boring logs, well construction records, and collect all necessary soil samples including samples for soil disposal. Supervisory time should not exceed drilling time. **Maximum allowable cost per day is $1,049.50.**

3.9.a.9 Cost for well development

This task will include all necessary personnel (TN licensed geologist, TN licensed engineer, senior environmental specialist, environmental specialist, or senior technician), labor, equipment and supplies to properly develop wells in accordance with the EAG twenty-four (24) hours after installation. **Maximum cost per day is $1,138.00.**

3.9.a.10 Cost for groundwater sampling

This task includes all personnel time to collect static water level measurements, calculate purge volumes, sample wells of any depth or diameter, and sampling of purge water for disposal. This task also includes personnel time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing).

**This is a lump sum task with a maximum cost of $298.50 for one (1) well and $136.00 per well for each additional well sampled.**

3.9.a.11 Cost of soil/groundwater sampling laboratory services

This task includes laboratory costs associated with soil/groundwater sampling. The CAC must submit the laboratory invoice and completed chain of custody form with the reimbursement request. **The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup will not be allowed if the CAC uses their own lab. Transportation costs to the laboratory should be included in this task.**
Maximum cost shall not exceed the reasonable reimbursable rates as determined by the applicable laboratory method established in Reference 1.

3.9.a.12 Cost for disposal of petroleum contaminated soil/water in drums

This task will include all necessary personnel, labor, equipment and supplies to properly dispose petroleum contaminated soil/water in drums at a permitted disposal facility. This cost is for drum, disposal, and transport. **Maximum cost is $200.00 per drum.**
4.0 RISK MANAGEMENT AND CORRECTIVE ACTION PROCESS

Task 4.1 Risk Reduction

4.1.a Cost for risk reduction implementation

This task will include the cost of the bid, and change order(s) if applicable, approved in writing by the Division. Maximum cost is equal to the cost of the bid, and change orders if applicable, submitted to the Division and approved in writing.

4.1.b Cost for disconnection of private water supply well

This task will include all necessary personnel and labor, equipment, and materials to properly disconnect a private water supply well. Required activities include, but are not limited to, termination and disconnection of the power supply and disconnection and capping of any associated piping from the well to the building. Maximum cost is equal to the cost of the bid, plus 15% markup and change orders if applicable, submitted to the Division and approved in writing.

4.1.c Cost for supervision of private water supply well abandonment

This task includes all necessary personnel time to properly abandon a private water supply well in accordance with the Water Well Licensing Regulations and Well Construction Standards Rule 400-45-09-.16. This task includes field activities and supervision, project scheduling and oversight. Maximum cost is $688.00 per event.

4.1.d Cost for private water supply well abandonment

This task includes the proper abandonment of a private water supply well performed by a licensed well driller in accordance with the Water Well Licensing Regulations and Well Construction Standards Rule 400-45-09-.16. All private water supply wells shall be installed and abandoned by a licensed well driller. The CAC must submit the drilling invoice with the reimbursement request. In order to simplify and speed reimbursement, it is recommended that drilling companies itemize their invoices to reflect the reasonable rate document form format.

The cost of well abandonment will be reimbursed at cost plus 15% markup not to exceed the reasonable rate schedule. A markup will not be allowed if the CAC uses their own driller. Maximum cost is not to exceed $13.00 per foot.
4.0 RISK MANAGEMENT AND CORRECTIVE ACTION PROCESS

Task 4.2 Institutional Controls

4.2.a Cost for institutional control implementation

Maximum cost is equal to the cost of the bid, and change orders if applicable, submitted to the Division and approved in writing.
4.0 RISK MANAGEMENT AND CORRECTIVE ACTION PROCESS

Task 4.3 Engineering Controls

4.3.a Cost for engineering control implementation

Maximum cost is equal to the cost of the bid, plus 5% markup, and change orders if applicable, submitted to the Division and approved in writing.
4.0 RISK MANAGEMENT AND CORRECTIVE ACTION PROCESS

Task 4.4 Corrective Action

Task 4.4.a Corrective Action System Installation

4.4.a.1 Cost for public notice advertisement

This task includes all personnel time and charges associated with placing public notice of impending corrective action in the newspaper, the state register, sending certified letters to property owners, and/or personal contacts. Personnel time is limited to $92.00. Maximum cost is limited to the actual amount of advertisement or postage cost plus personnel time.

4.4.a.2 Cost for permit and/or utility service

This task includes all personnel time necessary to secure permits and/or utility connections with federal, state, and/or local government agency requirements. Maximum cost is $184.00.

4.4.a.3 Cost for oversight of corrective action system delivery

This task includes all personnel time to coordinate, schedule and oversee delivery of the corrective action system. Cost includes crane rental with operator or forklift for off-loading. Maximum cost is $1,488.00.

4.4.a.4 Cost for soil excavation and soil source removal

This task will include all personnel, equipment and supplies to complete soil excavation and source removal in accordance with an approved Corrective Action Plan. All costs shall be proposed and will be reimbursed in accordance with task 1.1.a.–e. Maximum cost is equal to the cost of the proposal and any modifications made by the Division, and change orders if applicable, submitted to the Division in the CAP and approved in writing.

4.4.a.5 Cost for recovery well trench installation

This task will include all personnel, equipment and supplies to complete recovery well and contingent piping and trenching in accordance with an approved Corrective Action Plan. This includes any personnel time (not travel time or mileage) required to purchase necessary supplies.
Maximum cost for recovery well trench installation, including piping and fittings, is $82.00 or $94.00 / linear foot depending on the number of lines in the recovery trench.

4.4.a.6 Cost for recovery wellhead manifold, extraction vault and tubing installation

This task will include all personnel, equipment and supplies to construct and install recovery well heads and vaults for each recovery well in accordance with an approved Corrective Action Plan.

This is a lump sum task with a maximum cost of $1,478.00/wellhead.

4.4.a.7 Cost for corrective action system inlet piping manifold

This task will include all personnel, equipment and supplies to construct and install the corrective action system inlet piping manifold in accordance with an approved Corrective Action Plan. This includes any personnel time (not travel time or mileage) required to purchase necessary supplies.

This is a lump sum task with a maximum cost for the first extraction well connection of $421.00 and a maximum cost for each additional extraction well/contingent line connection of $127.00.

4.4.a.8 Cost for concrete pad and bollard installation

This task includes all personnel, equipment and supplies to properly construct and pour a ten (10) foot wide by fourteen (14) foot long by four (4) inch thick concrete pad for the corrective action system to be placed on in accordance with the current Corrective Action Plan Guidelines CAS Figure Packages. It also includes personnel, equipment and supplies to construct and install the bollards for the corrective action system (up to 12 bollards maximum). This should be performed in conjunction with concrete pad installation or any corrective action installation task when personnel is already on site and not performed as a separate event, unless otherwise directed by the Division.

This is a lump sum task with a maximum cost of $2,216.00 per pad installation.
Maximum cost for bollard installations is $230.00 each up to $2,760.00 for 12.

4.4.a.9 Cost for mobilization/demobilization of heavy equipment

This task will include mobilization and demobilization of any heavy equipment to and from the site for excavation and corrective action system off-loading from the delivery truck.
Maximum cost for category 1 equipment is limited to $450.00 ($1.50/mile).
Maximum cost for category 2 equipment is $810.00 ($2.70/mile).
Category 3 equipment mobilization requires submission of 3 bids and prior Division approval.

4.4.a.10 Cost for corrective action system discharge trench installation

This task will include all personnel, equipment and supplies to complete CAS discharge piping and trenching in accordance with an approved Corrective Action Plan.

Maximum cost for discharge trench installation, including piping and fittings, is either $24 or $30 / linear foot.

4.4.a.11 Cost for wet test of system

This task will include personnel, equipment, and supplies to ensure that 500 gallons of potable water are at the site so that the corrective action system may be properly wet tested after delivery and prior to start-up. These activities include, but are not limited to pre-diagnostic testing, electrical and telephone line connections, hydrating the carbon filters, and CAS troubleshooting. This is a one-time cost unless otherwise approved by the Division and includes completing the manufacturer pre-startup checklist.

Maximum cost is $1,474.00 per wet test.

4.4.a.12 Cost for electrical service installation

This task will include the cost of the bid by the electric service provider, for a licensed electrician to make final connections, and change order(s) if applicable, approved in writing by the Division.

This task will include the cost of the bid, and change order(s) if applicable, approved in writing by the Division.

4.4.a.13 Cost for disposal of CAS site debris

This task will include the cost for the proper disposal of non-contaminated materials that must be removed from the site during installation of the CAS and associated trenching (4.4.a.5 through 4.4.a.8 and 4.4.a.10). This includes asphalt, concrete/rebar, scrap trench piping but does not include disposal of soils or gravel. This task should also be used for disposal costs associated with 4.4.d.9.

Maximum cost is equal to the itemized costs in other sections of RGD-002 (e.g., 1.3.b.2 transportation to a landfill and 1.3.b.3 landfill costs with
maximum 5% markup) or the cost of the bid, and change orders if applicable, submitted to the Division and approved in writing.
4.0 RISK MANAGEMENT AND CORRECTIVE ACTION PROCESS

Task 4.4 Corrective Action

Task 4.4.b Corrective Action System Operation and Maintenance

4.4.b.1 Cost for routine operation and maintenance

This task will include routine, scheduled site visits. This is limited to one (1) visit per month. If additional visits are required, a request in advance must be made and approved by the Division project manager. Onsite personnel shall perform routine and scheduled repairs during the site visit. Onsite personnel shall inspect and document system performance on Division provided field forms (CASFL) including, but not limited to, tabulating gauge and meter readings, inspecting for and repairing leaks (including removing any standing water/product/oil), noting excessive equipment heat and noise, and equipment wear. Other routine activities may include but are not necessarily limited to: adjusting the system for summer or winter operation, checking extraction wells, depth to water and/or adjusting stinger well depths to maximize free product/contaminant recovery; checking all wells (extraction and monitoring) not connected to or in use by the CAS that have contained free product in the past and removing any free product; checking down-hole pumps or air assist lines, if applicable; checking/changing filters, hoses, oil; cleaning the stripper and oil/water separator inside utilizing Rydlyme to remove sludge/fouling/mineral build-up; inspecting and cleaning the stripper aeration tubes/lid seal (gasket roll)/packing media and replacing if necessary and cleaning the stripper exterior; cleaning the AWS inside to remove sludge/fouling/mineral build-up and cleaning the exterior; cleaning the exterior of the heat exchanger; checking all transfer pumps for signs of mineral deposits and cleaning if needed; checking and cleaning the conductivity level probe rods in the AWS and sump; checking the oil sight gauge for water or cloudiness, draining if necessary, and throttling the oil to raise the temperature; cleaning the bag filter housings inside and out to remove sludge/fouling/mineral build-up; backwashing GAC vessels to remove sludge/fouling/mineral build-up and cleaning the exterior; repairing/replacing gauges; and applying lubricants as needed. All components and equipment shall be operated, maintained, and cleaned in accordance with the manufacturers’ O&M manual and Division requirements, which include quarterly O&M requirements, when applicable. The maximum cost includes all personnel and equipment to service and maintain the system equipment. Price does not include major repairs or extensive troubleshooting which may be covered by the manufacturer. Office coordination and scheduling time is included in the daily rate. Routine operation and maintenance shall not exceed one (1) workday (maximum 10-hour workday) without prior approval.
from the Division project manager. In the month that Annual O&M is performed, monthly O&M should not be performed. 

**Maximum cost is $1,175.50 per day. All routine O&M conducted on a state-owned system shall be performed by a CAS Specialist.**

### 4.4.b.2 Cost for non-scheduled maintenance

This task will include a nonscheduled site visit as a result of a system shutdown or failure. This task includes all personnel and equipment to perform the tasks, troubleshooting, and repairing of the system and completing the Division provided field forms (CASRL and/or CASDR). Office coordination and scheduling time is included in the daily price rate. Only the actual time spent onsite for the CAS Specialist is to be reimbursed. This task will only be reimbursed if the Division project manager is notified no later than one (1) working day after any non-routine field activity after the system shutdown or failure.

**Maximum cost is $1,043.00 per day not including supplies, components, and equipment replacement. All non-scheduled O&M conducted on a state-owned system shall be performed by a CAS Specialist.**

### 4.4.b.3 Cost for evaluation of performance meeting

This task will include the meeting held between Division personnel, the CAC and/or the responsible party, as deemed necessary by the Division to evaluate the performance of the corrective action system. Topics for discussion shall include but not be limited to COC concentration reduction, plume dynamics, system operational performance, system repair history, and recommendations for system and/or CAP modifications to increase system performance. This may include any time for an on-site meeting. Maximum cost includes the time required for oversight by the Project Manager and a maximum of two (2) geologists/engineers to schedule, plan, and attend the meeting.

**Maximum cost is $1,581.00 per meeting.**

### 4.4.b.4 Cost for utilities and payment of bills

This task includes all personnel time necessary to process and pay bills associated with utility connection and corrective action system usage including electric, natural gas, telephone, sanitary sewer (POTW), and water. This task shall be billed in conjunction with 4.4.b.5.

**Maximum cost is $80.00 per month.**
4.4.b.5 Cost for charges for utility service

This task includes all costs for utility service necessary to operate an approved corrective action system including electric, natural gas, telephone, sanitary sewer (POTW), and water usage. This task shall be billed in conjunction with 4.4.b.4.

Maximum cost is limited to the actual amount of the utility bill.

4.4.b.6 Cost for additional technician during operation and/or maintenance

This task will include all personnel time necessary for an additional technician to assist with operation and/or maintenance as described in tasks 4.4.b.1 and 4.4.b.2. This task must be requested in advance and approved by the Division project manager. Operation and/or maintenance shall not exceed one (1) workday (maximum 10-hour workday) without prior approval from the Division project manager. This is limited to one (1) visit per month. If additional visits are required, then they must be requested in advance and approved by the Division project manager.

Maximum cost is $520.00 per day.

4.4.b.7 Cost for review of telemetry report

This task includes all personnel time necessary to review and interpret all telemetry alarms, data and reports associated with the corrective action system. This includes remotely starting the CAS, when necessary.

Maximum cost is $218.00 per month.

4.4.b.8 Cost for annual routine operation and maintenance

This task will include a routine scheduled site visit for annual operation and maintenance as outlined in the manufacturers’ operating manual. This task is limited to one (1) workday per twelve (12) month period and shall not exceed one (1) workday (maximum 10-hour workday) without prior approval from the Division project manager. The maximum cost includes all personnel and equipment to service and maintain the system equipment and completion of all tasks and paperwork required by the Division’s CASFL. Price does not include major repairs or extensive troubleshooting which may be covered by the manufacturer. Office coordination and scheduling time is included in the daily rate. All annual routine O&M conducted on a state owned system shall be performed by a CAS Specialist and technician. A separate routine O&M event during the same month will not be reimbursed.

Maximum cost is $1,598.50 per day plus the cost of the annual O&M kit from the system manufacturer (at cost plus a 15% markup and shipping).
4.0 RISK MANAGEMENT AND CORRECTIVE ACTION PROCESS

Task 4.4 Corrective Action

Task 4.4.c Corrective Action Sampling

4.4.c.1 Cost for groundwater sampling

This task includes all personnel time to collect static water level measurements, calculate purge volumes, sample wells of any depth or diameter, and sampling of purge water for disposal. This task also includes personnel time to coordinate this task and to manage the laboratory services (i.e., chain of custody, sample preparation, sample QA/QC, and invoice managing). The schedule for groundwater monitoring shall be performed in accordance with the schedule in the approved CAP. Wells to be sampled shall be in accordance with the approved CAP.

This is a lump sum Task with a maximum cost of $298.50 for one (1) well and $136.00 per well for each additional well sampled.

4.4.c.2 Cost for water supply well sampling

This task includes all personnel and sampling supplies to purge and sample a water supply well and sample purge water for disposal. The water supply well is to be purged by running water through a spigot for an adequate time prior to sampling. This task also includes personnel time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing).

This is a lump sum Task with maximum cost of $88.00 for one (1) well and $63.00 for each additional well sampled.

4.4.c.3 Cost for surface water sampling

This task includes sampling of various types of surface waters (i.e., includes ponds, streams, creeks, etc.) to verify contamination. This task includes all necessary equipment, personnel, and sampling supplies to perform sampling. This task also includes personnel time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing).

This is a lump sum Task with maximum cost of $88.00 for one (1) sample point and $63.00 for each additional sample point.
4.4.c.4 Cost for soil sampling (not associated with drilling activities)

This task includes various types of soil sampling not associated with drilling activities, closure activities, stockpile sampling or over-excavation sampling (i.e., includes surface sampling, etc.) to verify contamination. This task includes all necessary equipment, personnel, and sampling supplies to perform sampling. This task also includes personnel time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing).

This is a lump sum Task with maximum cost of $255.50 for one (1) sample point by hand augering and $63.00 for each additional sample point.

4.4.c.5 Cost for laboratory services

This task will include any soil laboratory analysis performed for corrective action monitoring. The CAC must submit the laboratory invoice and completed chain of custody form with the reimbursement request. The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup will not be allowed if the CAC uses their own lab. Transportation costs to the laboratory should be included in this task.

Maximum costs shall not exceed the reasonable reimbursable rates as determined by the applicable laboratory method established in Reference 1.

4.4.c.6 Cost for monitored natural attenuation

This task includes the collection of geochemical and/or biological samples and evaluation of parameters that support intrinsic remediation such as dissolved oxygen, nitrate, sulfate, total dissolved iron, methane, and total organic carbon. Sampling and laboratory analysis for the appropriate COCs shall also be a part of this task. This task also includes personnel time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing).

Maximum cost is equal to the cost of the bid, and change orders if applicable, submitted to the Division and approved in writing.

4.4.c.7 Cost for land and receptor monitoring

This task shall consist of monitoring for changes in land, surface, and/or groundwater use surrounding the site. Compare receptors used during preparation of the approved Exposure Assessment to any changes observed on site or surrounding the site. This task should be performed in conjunction
with any monitoring or sampling task when personnel is already on site and not performed as a separate event, unless otherwise directed by the Division. **Maximum cost is $184.00.**

**4.4.c.8 Cost for Publicly Owned Treatment Works (POTW) sampling**

This task will include all personnel time and sampling supplies required to collect corrective action system water samples for laboratory analysis to meet/establish POTW discharge permit requirements. This task includes personnel time to coordinate this task and to manage laboratory services (i.e., Chain of Custody, sample preparation, sample QA/QC, and invoice managing). The frequency and sampling requirements for discharge permits shall be performed according to the approved federal, state, and/or local government agency requirements. Maximum number is one (1) sample per influent and one (1) sample per discharge. Influent samples should be collected for the COCs approved in the SSSR. Effluent samples should be collected for the COCs approved in the permit. This task should be performed in conjunction with any monitoring or sampling task when personnel are already on site and not performed as a separate event, unless otherwise directed by the Division. **This is a lump sum Task with maximum cost of $88.00 for the first sample and $63.00 for each additional sample collected.**

**4.4.c.9 Cost for National Pollutant Discharge Elimination System (NPDES) sampling**

This task includes all personnel time and sampling supplies required to collect corrective action system water samples for laboratory analysis to meet/establish NPDES discharge permit requirements. This task includes personnel time to coordinate this task and to manage laboratory services (i.e., Chain of Custody, sample preparation, sample QA/QC, and invoice managing). The frequency and sampling requirements for discharge permits shall be performed according to the approved federal, state, and/or local government agency requirements. Maximum number is one (1) sample per influent and one (1) sample per discharge. Influent samples should be collected for the COCs approved in the SSSR. Effluent samples should be collected for the COCs approved in the permit. This task should be performed in conjunction with any monitoring or sampling task when personnel are already on site and not performed as a separate event, unless otherwise directed by the Division. This task shall also be used for automatic sampling for NPDES permits requirements (other than Task 4.4.c.10 for initial set-up and final retrieval). **This is a lump sum Task with maximum cost of $88.00 for the first sample and $63.00 for each additional sample collected.**
4.4.c.10 Cost for effluent toxicity sampling (NPDES)

This task includes all personnel time and sampling supplies required to conduct whole effluent toxicity sampling over a five (5) day period. Personnel are allotted a maximum of one (1) hour onsite time per day on days one (1), three (3) and five (5) to collect grab samples from the CAS effluent.

Also includes personnel time to schedule & coordinate task.
This is a lump sum Task with maximum cost of $356.00 per event.

4.4.c.11 Cost for corrective action system air monitoring

This task includes all personnel time and equipment required to monitor effluent air concentrations on site for compliance with required state or local issued permits. The frequency requirements for discharge monitoring shall be performed according to the approved federal, state, and/or local government agency requirements. This task should be performed in conjunction with any monitoring task when personnel are already on site and not performed as a separate event, unless otherwise directed by the Division.

Maximum cost is $123.00.

4.4.c.12 Cost for disposal of drums filled with free product or groundwater contaminated with petroleum product

This task will include all necessary personnel time, equipment and supplies required to properly dispose of drums filled with free product and/or groundwater contaminated with petroleum product removed from a monitoring well. Groundwater contamination must be documented by an approved state of Tennessee laboratory method. This cost is for drum, disposal, and transportation to a permitted disposal facility. Maximum cost is $200.00 per drum.

4.4.c.13 Cost for disposal of drums filled with petroleum contaminated soil

This task will include all necessary personnel time, equipment and supplies required to properly dispose of drums filled with petroleum contaminated soil. Soil contamination must be documented by an approved state of Tennessee laboratory method. This cost is for drum, disposal, and transportation to a permitted disposal facility. Maximum cost is $200.00 per drum.

4.4.c.14 Cost for vacuum monitoring of CAS

This task includes all personnel time and equipment required to obtain and document vacuum measurements collected during each monitoring event as
required by the CASFL. All vacuum measurements shall be documented in the CASFL and submitted with the applicable report. This task should be performed in conjunction with any monitoring task when personnel are already on site and not performed as a separate event, unless otherwise directed by the Division. **Maximum cost is $131.00.**
4.0 RISK MANAGEMENT AND CORRECTIVE ACTION PROCESS

Task 4.4 Corrective Action

Task 4.4.d Corrective Action System Closure

4.4.d.1 Cost for deactivation of corrective action system

This task includes all personnel time and equipment required to properly deactivate corrective action system in accordance with the current Division Corrective Action System Deactivation Checklist and local, state, and federal laws and guidelines. Office coordination and scheduling time is included in the daily rate. **Maximum cost is $3,064.00.**

4.4.d.2 Cost for disposal of drums filled with free product and/or groundwater

This task will include all necessary personnel time, equipment and supplies required to properly dispose of drums filled with free product and/or groundwater contaminated with petroleum product removed from a monitoring well. Groundwater contamination must be documented by an approved state of Tennessee laboratory method. This cost is for drum, disposal, and transportation to a permitted disposal facility. **Maximum cost is $200.00 per drum.**

4.4.d.3 Cost for permit and/or utility connection termination

This task includes all personnel time necessary to terminate permits and/or utility connections with federal, state, and/or local government agency requirements. **Maximum cost is $184.00 for oversight.**

Maximum cost for subcontracted electrician (if required by utility district) not to exceed the cost of the bid submitted to the Division and approved in writing, plus 5% markup, and change order(s) if applicable.

4.4.d.4 Cost for preparation of the corrective action system for removal from the site for refurbishment

This task includes all personnel time and equipment required to properly sever tie downs, piping and electrical wiring from the corrective action system, and to remove unusable power poles, exposed piping, fencing and enclosures in accordance with the current local, state, and federal laws and guidelines. This cost also includes oversight during the loading of the corrective action system and associated equipment for transport to a Division approved system vendor for refurbishing.
4.4.d.5 Cost for decommissioning a corrective action system

This task includes all personnel time and equipment required to properly decommission of a corrective action system including dismantling any associated ancillary equipment, removing unusable power poles, exposed piping, fencing and enclosures in accordance with the current Division Corrective Action System Decommission Checklist and local, state, and federal laws and guidelines. This includes properly preparing the system for removal from the site. Office coordination and scheduling time is included in the daily rate. This task does not include hauling or disposal of non-state owned equipment and debris to a disposal or recycling facility. All state owned equipment pick-up will be scheduled by the Division.

Maximum cost not to exceed $3,313.00. This task must be approved in writing from the Division project manager.

4.4.d.6 Cost for mobilization and demobilization of heavy equipment

This task will include mobilization and demobilization of the backhoe and/or skid-steer loader and concrete breaker to and from the site for decommissioning or following removal of corrective action system that is being refurbished.

Maximum cost for category 1 equipment is $450.00 ($1.50/mile).
Maximum cost for category 2 equipment is $810.00 ($2.70/mile).

4.4.d.7 Cost for oversight of the corrective action system pick-up for refurbishment by the state contractor

This task includes all personnel for oversight by the state contractor of pick-up and loading of the corrective action system for transport for refurbishment. This cost also includes inspection to determine that all tie downs have been properly severed and piping and wiring have been properly disconnected and capped from the corrective action system. This task will only be reimbursed if requested/approved by the Division.

Maximum cost not to exceed $378.00.

4.4.d.8 Cost for reactivation of the corrective action system and oversight of performance (with Division approval)

This task includes all personnel time and equipment required to properly reactivate the corrective action system after Division approval and in accordance with the current Division Corrective Action System Reactivation Checklist. This task includes maximum on-site allowable personnel time up to...
10 hours to make any necessary system adjustments. Office coordination and scheduling time is included in this task.

**Maximum cost is $1,734.00.**

### 4.4.d.9 Cost for removal of the concrete pad for a state owned corrective action system sent for refurbishment (if required by property owner)

This task is to be conducted at the request of the property owner (written documentation required) and in conjunction with Tasks 4.4.d.7 or 5.2.c (travel time, mileage, lodging and per diem costs will not be reimbursed for this task).

This task includes all personnel time and equipment required to break up and remove the concrete pad after the corrective action system has been removed from the site for refurbishment. Office coordination and scheduling time is included. This task includes hauling debris to a disposal or recycling facility. This cost does not include the disposal costs. Disposal costs should be requested in task 4.4.a.13.

**Maximum cost not to exceed $1,448.00.**

**NOTE:** The Division will not reimburse for the hauling and/or disposal of a non-state owned CAS.
4.0 RISK MANAGEMENT AND CORRECTIVE ACTION PROCESS

Task 4.4 Corrective Action

Task 4.4.e Corrective Action Material Injection/Application

4.4.e.1 Cost for scheduling corrective action material injection/application

This task will include all necessary contracting and scheduling a corrective action material injection/application event. This task shall include the scheduling of field activities associated with the remedial design characterization. This task includes having the TN 811 System locate all underground utilities. This task shall also include all personnel time necessary to acquire any required permits from the appropriate agency. Maximum allowable cost is $327.00.

4.4.e.2 Cost for private utility location

This task will include the cost equal to the cost of the approved bid and change orders if applicable, submitted to the Division and approved in writing. Three bids are required, and the lowest bid is to be chosen unless approved by the Division in writing. Only one private utility location is allowed for each release unless approved by the Division in writing. Maximum cost is equal to the cost of the bid, and change orders if applicable, plus a 15% markup, submitted to the Division and approved in writing.

4.4.e.3 Cost for mobilization/demobilization of drill rig

This task only applies if the corrective action materials injection/application sub-contractor is not supplying the drill rig. This task will include mobilization and demobilization of a direct push technology rig, support vehicles, steam cleaner, trailers, and crew to and from the site. Mobilization/demobilization is not to exceed 300 miles round trip. Maximum cost is limited to $2.70 per mile not to exceed a total cost of $810.00 for a direct push technology rig.

4.4.e.4 Cost for drilling

This task only applies if the corrective action materials injection/application sub-contractor is not supplying the drill rig. This task will include the time and equipment required to advance the alternative technology tools and includes support vehicles, trailers, and 2-person crew. The CAC must submit the drilling invoice with the reimbursement request. The
cost of drilling will be reimbursed at cost plus 15% markup not to exceed the reasonable rate schedule. A markup will not be allowed if the CAC uses their own driller.

4.4.e.5 Cost for mobilization/demobilization of corrective action materials injection/application equipment.

This task will include mobilization and demobilization of corrective action materials injection/application equipment to and from the site. The cost is equal to the cost of the approved bid and change orders if applicable, submitted to the Division and approved in writing. **Maximum cost is equal to the cost of the bid, and change orders if applicable, submitted to the Division and approved in writing. No markup will be reimbursed.**

4.4.e.6 Cost to conduct corrective action materials injection/application

This task will include the cost to conduct corrective action materials injection/application. **Maximum cost is equal to the cost of the bid, and change orders if applicable, plus a 5% markup, submitted to the Division and approved in writing.**

4.4.e.7 Cost for supervision of corrective action materials injection/application

This task will include oversight of field activities as well as office support and coordination. This task includes one (1) field person, either a licensed professional geologist under the Tennessee Geologist Licensure Act of 2007 (T.C.A. §62-36-101 et seq.), or registered professional engineer under the Tennessee Architects, Engineers, Landscape Architects, and Interior Designers Law and Rules (T.C.A. §62-2-101 et seq.) with appropriate geologic experience, and the necessary equipment to supervise and manage drilling activities. Supervisory time should not exceed drilling time. **Maximum allowable cost per day is $974.50.**

4.4.e.8 Cost for groundwater sampling

This task includes all personnel time to collect static water level measurements, calculate purge volumes, sample wells of any depth or diameter, and sampling of purge water for disposal. This task also includes personnel time to coordinate this task and to manage the laboratory services (i.e., Chain of custody, sample preparation, sample QA/QC, and invoice managing).

**This is a lump sum task with a maximum cost of $298.50 for one (1) well and $136.00 per well for each additional well sampled.**
4.4.e.9 Cost of laboratory services

This task includes laboratory costs associated with groundwater sampling. CAC must attach the laboratory invoice to the reimbursement form. The cost of laboratory analyses will be reimbursed at cost plus 15% not to exceed the rates listed. A markup will not be allowed if the CAC uses their own lab. Transportation costs to the laboratory should be included in this task. Maximum cost shall not exceed the reasonable reimbursable rates as determined by the applicable laboratory method established in Reference 1. The cost of shipping samples to the supplier/manufacturer is reimbursable.

4.4.e.10 Cost for disposal of petroleum contaminated soil and/or water in drums

This task will include all necessary personnel, labor, equipment and supplies to properly dispose petroleum contaminated soil and/or water in drums at a permitted disposal facility. This cost is for drum, disposal, and transportation. Maximum cost is $200.00 per drum.
5.0 FINAL SITE CLOSURE PROCESS

Task 5.1 Well Abandonment

5.1.a Cost for supervision of well abandonment

This task includes all necessary personnel time to properly abandon wells in accordance with the current EAG, including preparing the Division’s monitoring well abandonment checklist for the drillers. This task includes field activities and supervision, project scheduling and oversight. **Maximum cost is $436.00 per event.**

5.1.b Cost for well abandonment

This task includes the proper abandonment in accordance with the current EAG and performed by a licensed well driller, including completion of the Division's monitoring well abandonment checklist and taking pictures of final well abandonment. All monitoring wells shall be abandoned by a TN licensed well driller. The CAC must submit the drilling invoice with the reimbursement request. In order to simplify and speed reimbursement, it is recommended that drilling companies itemize their invoices to reflect the reasonable rate document form format. **The cost of well abandonment will be reimbursed at cost plus 15% markup not to exceed the reasonable rate schedule. A markup will not be allowed if the CAC uses their own driller.**
Maximum cost is not to exceed $13.00 per foot.
Maximum cost for recovery well vault removal is $345.00 per vault.
Maximum cost for manhole covers and well pad removal is $150.00 per well.

5.1.c Cost for mobilization/demobilization of support truck

This task will include mobilization and demobilization of a support truck (equipped to properly abandon monitoring wells) to and from the site. Mobilization/demobilization is not to exceed 300 miles round trip. **Maximum cost is limited to $0.75 per mile not to exceed a total cost of $225.00.**

NOTE: If a drill rig is thought to be required to properly abandon the monitoring wells, then prior written approval must be obtained from the Division. Otherwise, the cost will not be considered to be reasonable and will not be reimbursed.
5.0 FINAL SITE CLOSURE PROCESS

Task 5.2 Site Restoration

5.2.a Cost for scheduling for site restoration activities

This task will include all necessary contracting and scheduling for site restoration activities. Work is not to exceed two (2) hours. Maximum cost is $109.00 per hour.

Maximum cost is $218.00 per event.

5.2.b Cost for supervision of site restoration

This task will include oversight of field activities as well as office support and coordination. Work not to exceed two (2) hours. Maximum cost is $92.00 per hour.

Maximum cost is $184.00 per event.

5.2.c Site restoration

This task will include all personnel and labor, equipment and supplies to properly restore the site to a condition comparable to the original condition utilizing seed, mulch, and straw by hand. This task does not include tank(s), line(s), asphalt and/or concrete replacement.

Maximum cost is $260.00.
6.0 SUBMITTED DOCUMENTS MAXIMUM COST TABLE

The following application, proposal, report, and submittal costs are limited to these maximum reimbursable amounts. These are lump sum costs.

<table>
<thead>
<tr>
<th>Task Code</th>
<th>Submitted Documents (Applications/Proposals/Reports/Submittals)</th>
<th>Maximum Cost</th>
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<tbody>
<tr>
<td>6.1</td>
<td>UST Closure</td>
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<td>6.1.a TRBCA Closure Report</td>
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<td>6.1.b Soil Stockpile Sampling Report (TGD-005)</td>
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<td>6.1.c Over-excavation Report</td>
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<td>6.1.d Application to Treat Petroleum Contaminated Soil (TGD-009)</td>
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<td>6.1.e Soil Treatment and Disposal Report</td>
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<td>Hazard Notification Report</td>
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<td>6.3</td>
<td>Site Check Report (TGD-012)</td>
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<td>Initial Response and Hazard Management Report (IRHMR)</td>
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<td>6.4.a Hazard Management Report</td>
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<td></td>
<td>6.4.b Health and Safety Plan (if not included with IRHMR)</td>
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<td>6.5.a Impacted Drinking Water - Hazard Management Report (TGD-019)</td>
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<td>6.5.b Impacted Drinking Water Supply Temporary Response – Proposal (if costs anticipated to exceed $2500.00)</td>
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<td>6.5.c Impacted Drinking Water Supply Permanent Response – Proposal</td>
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<td>Petroleum Vapor Impact Management (TGD-020)</td>
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<td>6.6.a Petroleum Vapor Impact - Hazard Management Report (TGD-020)</td>
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<td>6.6.b Petroleum Vapor Impact Temporary Response - Proposal (if costs anticipated to exceed $2,500.00)</td>
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<td>Mobile Enhanced Multi-phase Extraction (MEME) (TGD-016)</td>
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<td>6.7.a Application to Perform MEME</td>
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<td>6.7.b 8-hour MEME Report</td>
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<td>6.7.c 24-hour MEME Report</td>
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<td>Submitted Documents (Applications/Proposals/Reports/Submittals)</td>
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<td>6.8</td>
<td><strong>Free Product Removal</strong></td>
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<td>6.8.a</td>
<td>Free Product - Hazard Management Report (TGD-004)</td>
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<td>Free Product Investigation Proposal</td>
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<td>Free Product Removal Plan</td>
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<td><strong>Initial Site Characterization Report (ISCR)</strong> - (Exposure Assessment and Risk Analysis Report are integrated into Report requirements – no additional cost allowed)</td>
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<td>Additional Monitoring Well Installation Proposal</td>
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<td>Additional Monitoring Well Installation Report</td>
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<td><strong>Exposure Assessment Report (TGD-017)</strong></td>
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<td>Additional Remediation and/or Risk Management Response Submittal</td>
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<td>Additional Remediation and/or Risk Management Evaluation – with Division approval</td>
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<td>6.10.c</td>
<td>Risk Analysis Report only</td>
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<td><strong>Soil Gas Survey (TGD-018)</strong></td>
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<td>Soil Gas Survey Report</td>
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<td>Source Removal Report</td>
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<td>6.13.b</td>
<td>Risk Reduction Report</td>
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<td><strong>Corrective Action Plan (CAP)</strong></td>
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<td>CAP - Soil Contamination Only</td>
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<td>6.17.b</td>
<td>CAP with Groundwater Contamination</td>
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<td>6.18</td>
<td><strong>Monitoring Reports (TGD-007)</strong></td>
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<tr>
<td>6.18.a</td>
<td>Risk Monitoring Report (RMR)</td>
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<td>6.18.b</td>
<td>Closure Monitoring Report (CMR)</td>
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<td>6.18.g</td>
<td>Corrective Action Baseline Monitoring Report (CABMR)</td>
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<td>6.18.h</td>
<td>Corrective Action Monitoring Report with as-built diagrams (CAMR-ab)</td>
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<td>6.18.i</td>
<td>Corrective Action Monitoring Report (CAMR)</td>
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<td>6.18.j</td>
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### 6.19 Permit Applications and Discharge Monitoring Reports

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<td>NPDES Permit Application</td>
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<td>6.19.b</td>
<td>Discharge Monitoring Report (DMR)</td>
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<td>6.19.c</td>
<td>POTW Application</td>
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<td>6.19.d</td>
<td>POTW Report</td>
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<td>6.19.f</td>
<td>Air Exceedance Report</td>
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<td>6.19.g</td>
<td>Annual Air Emissions Report</td>
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<td>6.19.h</td>
<td>Monitoring Well Maintenance Fee</td>
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<td>6.19.i</td>
<td>Class V Underground Injection Well Application</td>
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<td>6.19.j</td>
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<td>6.19.k</td>
<td>Right-of-way Bond – no markup actual cost</td>
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<td>6.19.x</td>
<td>Other Required Permits/Renewals – no markup</td>
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### 6.20 Miscellaneous Application/Proposals/Reports/Submittals

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<th>Maximum Cost</th>
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<tr>
<td>6.20.a</td>
<td>Field Work Notification</td>
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<td>6.20.b</td>
<td>Boring Log Installation submittal</td>
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<td>6.20.c</td>
<td>Public Notice of Corrective Action</td>
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<td>6.20.d</td>
<td>Water Use and Receptor Survey Report (other than IRHMR/ISCR)</td>
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<tr>
<td>6.20.z</td>
<td>Other report as required by the Division (actual cost as approved by Division project manager in writing)</td>
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### 6.21 Corrective Action System Deactivation or Decommission Report

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<tr>
<th>Task Code</th>
<th>Submitted Documents (Applications/Proposals/Reports/Submittals)</th>
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<tbody>
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### 6.22 Monitoring Well Abandonment Report (<6 wells)

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<th>Task Code</th>
<th>Submitted Documents (Applications/Proposals/Reports/Submittals)</th>
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### 6.23 Monitoring Well Abandonment Report (>6 wells)

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### 6.24 Advanced Site Characterization

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<td>Advanced Site Characterization Proposal</td>
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<td>6.24.b</td>
<td>Advanced Site Characterization Report from the Sub-contractor (includes a CAC site map, cover letter, and summary)</td>
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<td>Confirmatory Soil Sampling Report (includes tables, maps, and boring logs)</td>
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<tr>
<td>Product(s)</td>
<td>Benzene</td>
<td>Toluene</td>
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<tr>
<td>------------------</td>
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<td>---------</td>
</tr>
<tr>
<td>Benzene</td>
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<td>X</td>
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<tr>
<td>Toluene</td>
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<td>Naphthalene</td>
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<td>EDC</td>
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<td>EDB (EPA Method 8011)</td>
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<tr>
<td>EDB (EPAM Method 8011)</td>
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</table>

1. To be included for soil samples prior to Exposure Assessment (i.e., Exposure Assessment is integrated into IRHMR/ISCR)
2. PAH and metal samples shall be field filtered using a 0.45 micron filter
3. If surface water is within 0.1 mile from UST contamination/site then groundwater shall also include modified PAHs for anything other than gasoline
7.0 PER DIEM AND LODGING PROCESS

**Task 7.1 Per Diem**

7.1.a Cost for per diem charges

This task will include the cost of all per diem charges accrued performing site remediation tasks as requested by the Division. Date(s) and time(s) must not exceed time for being onsite plus travel. Meals will not be reimbursed without a corresponding lodging receipt. No markup allowed. **Maximum cost** shall be reimbursed in accordance with the state of Tennessee travel regulations at the time that work was performed. Current travel regulations can be found at: [https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf](https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf).

**Task 7.2 Lodging**

7.2.a Cost for lodging charges

This task will include the cost of all lodging charges accrued performing site remediation tasks as requested by the Division. Date(s) must not exceed time for being onsite. Hotel invoice must be submitted with reimbursement request. No markup allowed. **Maximum cost** shall be reimbursed in accordance with the state of Tennessee travel regulations at the time that work was performed. Current travel regulations can be found at: [https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf](https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf).
IX. INSTRUCTIONS FOR COMPLETING REIMBURSEMENT APPLICATIONS IN THE COST DATABASE

The Division of Underground Storage Tanks (Division) has a process for reimbursement involving electronic applications. This process consists of three (3) parts: cost task descriptions, cost task spreadsheets and a cost database. The cost task descriptions provide details of commonly performed tasks at contaminated UST sites (see Section IX). The cost spreadsheets provide the breakdown of routine maximum cost for performing each task. The cost database is a Microsoft Access® program and requires you to use version Access® 2007 or higher. Different versions of Access (32 vs. 64 bit) are available. If you upgrade or change computers, you may need a different version of the cost database. Please contact the Division if you begin encountering problems after a change.

An Access® database has been developed to prepare and submit electronic applications. The database is available for download from the Division's website under Fund and Reimbursement: https://www.tn.gov/environment/program-areas/ust-underground-storage-tanks/forms-guidance.html.

Applications, appeals, questions, comments, etc. should be submitted to: ust.reimbursement@tn.gov.

A. UST Cost Database Instructions

Before beginning any electronic invoice, it is a good idea to become familiar with the task description and associated cost spreadsheet to determine: 1) what job titles are allowed to be billed, 2) what type of equipment is reimbursable for each task and 3) whether the task is an office/field task or travel time to/from task. At first, it may not be obvious where certain tasks should be entered. It may be useful to scan through several sheets before beginning any data entry.

Always use the tab key to exit data boxes and always tab out to save information.

Once information has been entered into a field, it will automatically be saved when you exit that field.

B. To Begin The Invoice

The terms on the first page of the application database must be agreed to by clicking the box. Click on the “Start UST database” button to begin. On the next page, click on the map of the state of Tennessee in any location to open the database.
C. **Cost Database Main Page**

Click on the “ENTER NEW FACILITY ID/INVOICE NUMBER” button to begin. A pop-up box will appear for the entry of the seven-digit UST facility ID number not including dash. After entry of the UST facility ID number, click ok. Another pop-up box will appear for entry of the invoice number. After entry of the invoice number, click ok. The program is set up with an automatic clock and calendar function. If you do not want to use this feature, then click on the “Pop-up and Other Options” button to disable it. Also, in the “Pop-up and Other Options” button you may turn on/off the auto-complete function and also set the mileage, lodging and per diem rates for the database. Additionally, there are buttons to remove duplicate records from the tblGeneralInformation table and to remove a zero numbered task in the tblReimbursement table.

D. **Invoice Entry Page**

It is important that all information on this page be correct. The facility ID number will appear as a default on the next page. Enter the appropriate information in all fields. If any field is left blank, a pop-up box will identify the field that needs to be completed. If the case number is not known, enter “Unk”. It is recommended that you contact the Division project manager to obtain this number. All work that is to be entered for this invoice must be within the time period entered in “Work Start Date” to “Work End Date” or an error message will occur.

NA or Unk is acceptable in phone number box for the facility phone number only. If the site does not have a corrective action system, then leave the start-up date field blank and click “No” in the “SAVE” pop up box. If you accidentally enter a date, hit the delete key. After all fields are completed, click the “Save/Close” button. This will store all background information that can be used for any future applications for this facility.

E. **General Information Page**

To begin entering task information/cost, go to the UST cost database main page and click enter/edit task information after selecting a Facility ID and invoice number on the Main page.

1. **Entering or deleting employee names**

   Click the “Enter/Delete CAC Employee Names” button. Enter all employee names and titles. After entering all employees click the “Close Employee” button. Note: employee names on the reimbursement application are to
match the employee names exactly as submitted with the annual Corrective Action Contractor (CAC) update or subsequent revisions.

2. Entering or editing detail task information

Click the “Enter/Edit Detail Task Information” button.

**F. Process And Tasks Page**

Click the “Enter New Task” button. Enter a process, task, sub task, and sub sub task by using the drop down boxes provided. The appropriate buttons applicable to the task will be enabled for data entry.

**G. Buttons**

Only the buttons applicable to each process/task/sub task/sub sub task will be enabled for data entry. At this time, it is encouraged that you familiarize yourself with each task description and cost spreadsheet before beginning database entry.

Comment fields have been provided throughout the database. These fields should be used to supplement your application submittal and offer explanation when needed.

**TRENCHING** - Enter costs associated with recovery well trenching or discharge trenching approved by the Division not to exceed the reasonable rates in RGD-002.

**PERSONNEL** – Personnel hours can be billed as on-site, office, travel to or travel from time. Refer to each task cost description. **NOTE:** Travel time is a separate, billable expense and is **NOT** included in any task description. Each approved field activity is allowed a maximum of three (3) hours travel to the site and three (3) hours travel from the site.

**RENTALS** – A drop down menu is available of the most commonly encountered rental equipment and items. If a piece of equipment does not appear that accompanies the application, then it must be entered on the “Miscellaneous” button and an explanation attached why the piece of equipment was necessary. It is required that you obtain prior approval from the Division project manager for any rental equipment not listed in the drop down menu.

**SUPPLIES** – A drop down menu is available of the most commonly encountered supplies and items. If a supply does not appear that accompanies the application, then it must be entered on the “Miscellaneous” button. It is required that you obtain prior approval from the Division project manager for any supplies not listed in the drop down menu.
MILEAGE - The starting location should include, at a minimum, the name of the city and the ending location should be the name of the city where the site is located. On the return trip, the ending location should either be the CAC office or another UST site where work has been approved by the Division. If the destination is another UST site, then please enter the seven digit facility ID # and city. **NOTE:** Mileage is a separate, billable expense and is **NOT** included in any task description. Each approved field activity is allowed a maximum of 300 miles total round trip at a rate of $0.47/mile for automobiles and at a rate of $0.75/mile for large (diesel) trucks. Only mileage within the state of Tennessee is reimbursable. If you are traveling from a different state, please list the nearest city in the state of Tennessee as your beginning and/or ending location.

GROUNDWATER SAMPLING - Reimbursed costs include all necessary equipment, personnel, and sampling supplies. **DO NOT** itemize separately for personnel time on site. **This task is all an inclusive, lump sum task.** The first well must be entered separately and identified by location number (i.e., MW-1; One well @ $298.50). Any additional wells sampled may be entered on the same page (i.e., MW-2 thru MW-6; 5 wells @ $136.00/each).

WELL SURVEYING – Reimbursed costs include all necessary equipment, personnel, and sampling supplies. **DO NOT** itemize separately for personnel time on site. **This task is all an inclusive, lump sum task.** The first four (4) wells must be entered together (i.e., MW-1 – MW-4 @ $1,007.00). Any additional wells surveyed may be entered on the same page (i.e., MW-5 and MW-6; 2 wells @ $173.00/each).

ANALYSIS – Reimbursed at cost plus 15% markup not to exceed the rates listed in the RGD-002.

MEME – Enter costs associated with any mobile enhanced multi-phase extraction event that has been approved by the Division.

CAS INSTALL - Enter costs associated with wellhead vault installation, manifold installation or concrete pad installation approved by the Division not to exceed the reasonable rates in RGD-002.

WELL INSTALLATION - Enter costs associated with any drilling activity such as direct push, slide hammer, or hammer drill (soil gas survey) or augering or air rotary (monitoring well installation) event that has been approved by the Division.

WELL ABANDONMENT - Enter costs associated with any monitoring well abandonment event that has been approved by the Division.
MISCELLANEOUS – This button should be used sparingly and only as an exception. It cannot be used for reports. Costs entered on this tab will require justification and may be grounds for a detailed audit.

HAULING/DISPOSAL – Costs for properly disposing of contaminated soil and/or groundwater as approved by the Division not to exceed the reasonable rates in RGD-002.

REPORTS – After selection of the appropriate report, enter the date the report was submitted to the Division and the cost requested.

UTILITIES – Enter costs associated with payment of utilities when a corrective action system has been approved by the Division and is installed.

LODGING/PER DIEM – Enter costs associated with lodging and per diem for Division approved work in accordance with the state of Tennessee travel regulations in effect at the time that the work was performed.

H. Previewing the Information (General Information Page)

The “Print Preview and Printing” button may be used any time prior to creating a file for submittal to the state for review purposes as needed. This is a useful tool, and it is recommended that you review the information entered prior to creating a file for submittal to the state. In this manner, you can determine if the costs will be reimbursed as entered or if there are any disallowable costs.

I. Create File For Submittal To State Of Tennessee (Use Only After The Application Is Complete)

After all entries have been completed and the file is ready to be created, go to the General Information page and click on the button labeled “3. Create File for State Submittal”. A Browse for Folder box will appear to provide a choice of where the file is to be stored. Click on the appropriate folder for the file to be stored. After the file has been successfully saved, the message “The export file was successfully created” will appear. Click “Ok”.

J. Back-up Documentation To Application

Back-up documentation including invoices, receipts, time sheets, etc. should be scanned and submitted as a pdf file.
K. **Suggested Practices**

**Always** make a back-up copy after each session of data entry in a secure and separate file location for problem situations that may arise. Database maintenance should be performed occasionally as needed using the Microsoft Access® manage tool, compact and repair.

L. **Certification Affidavit Pages**

Applications for reimbursement must be signed by both the Responsible Party and the CAC to verify the costs submitted represent actual costs accrued during the cost of cleanup. The preferred method is for the person completing the application to provide a copy of the application to the Responsible Party and attach the certification affidavit pages. After the Responsible Party has reviewed the application, it must be signed and notarized. The CAC should also complete the applicable certification affidavit page in the same manner. Both original, notarized certification affidavit pages must be submitted with the electronic submittal. Applications will not be forwarded to the fiscal office for payment without both certification pages. Copies of these pages are found under Forms and can be downloaded at: [https://www.tn.gov/environment/program-areas/ust-underground-storage-tanks/forms-guidance.html](https://www.tn.gov/environment/program-areas/ust-underground-storage-tanks/forms-guidance.html). (click FUND AND REIMBURSEMENT > click Blank Certification Affidavit Pages for Electronic Applications click CN-0923).

Any item/cost that is not listed in RGD-002 must be pre-approved by the Division in writing. All back-up documents (emails, letters, etc.) for approval shall be submitted with the application. Failure to obtain Division approval and/or furnish the back-up documentation will result in denial of the requested costs for that item/cost.