

# RAILROAD COMMISSION OF TEXAS

## CONTRACT MANAGEMENT

### ADDENDUM #2

**DATE: 9/29/2023**

**RFQ#: 455-23-1020**

**TITLE: RFQ STATEWIDE SITE REMEDIATION SERVICES**

**PROPOSAL DEADLINE: WEDNESDAY, OCTOBER 11, 2023, NO LATER THAN 2:00 PM CT**

#### ADDENDUM ITEM #1:

**TO PUBLICIZE QUESTIONS SUBMITTED WITHIN THE REQUIRED SUBMISSION TIME FRAME WITH ANSWERS:**

No.	QUESTIONS	ANSWERS
1	If RRC is not the generator of waste, who is? Attachment 1; page 2 of 7	Generator is the last operator of record.
2	What is the expected dollar value of the contract?	Contract values can vary from year to year and from one contractor to other contractors.
3	Is there any HUB utilization goals or incentives?	The HUB goal for this solicitation is 26%..
4	It is stated in Section 3.1.2 that nonexempt waste should be identified and reported to the RRC. How will the RRC handle it, and who will be the generator?	Contractor will handle all waste. Waste will need to be disposed a facility that can accept such waste. RRC will need the part of the permit that shows what the disposal facility can accept as part of their permit.  For question about Generator see answer to Question 1.
5	Does the RRC require that the Respondent be listed as the generator of waste removed from the site during or as a result of performance of the work?	For question about Generator see answer to Question 1.
6	RFQ Section 2.9.3 Experience and Qualifications and Attachment 3- Would you prefer three projects in total or three projects per service category?	Three projects total that demonstrates the ability to deliver remediation services.
7	RFQ Attachment 3 Bonding References- Previous RFQ have requested a letter of bondability, does that need to be provided for this RFQ?	No bond or references required for this RFQ.
8	I've reviewed the solicitation and it appears this is a true RFQ, where all you are looking to be submitted are our qualifications and the HUB information, no pricing or rate sheets need to be submitted, correct?	That is correct.

9	May Vendor decline mobilization to remote sites, if notice deemed inadequate?	If a Work Order is awarded for work at a remote site, RRC will expect the contractor to mobilize. If the contractor is not able to mobilize to a remote site, the contractor is not required to respond to that particular work order.
10	May Vendor decline Work Order, if time schedule is deemed insufficient?	If the contractor is not able to mobilize to a site according to the needed time schedule, the contractor is not required to respond to that particular work order.
11	Please confirm that Vendor may exclude one or more of the services listed in 2.9.2 c from its proposal.	Vendor may exclude one or more of the services listed in 2.9.2c.
12	May Vendor decline Work Orders from Federal Grants if terms are found non-acceptable (3.47.1.2)?	Yes.
13	Will RRC reimburse Vendor for reasonable additional travel and lodging costs for it's Personnel for Services rendered outside it's home District?	RRC staff does not anticipate reimbursement for travel and lodging. Costs for travel and lodging can be included in a movement charge negotiated when the work order is approved.
14	Will RRC allow extra time as needed for mobilization outside Vendor's home District?	Time required for travel to remote locations can be paid through either a time and materials line item, or through a movement charge line item.
15	Will RRC assist Vendor in identifying required licenses and authorizations?	Yes
16	Can RRC confirm that no bonding will be required and that Bonding references may be skipped in Att. 3? (no requirements found in T&C's)	Please see answer to Question 7.
17	Please confirm that Vendor is not committed to any Work Order unless and until commercial terms and pricing is agreed between RRC and Vendor	RRC and Vendor may negotiate any terms and pricing prior to awarding a Work Order, and Vendor is not required to accept work pursuant to a Work Order.
18	Per 3.18 "Response to Work Order is Mandatory", and failure to respond is a breach of contract Attachm. 1, 3.2.2.1 only states that Vendor's failure to respond on time may cause RRC to retract the Work Order and submit to another Vendor. Please confirm that failure to respond is not a breach and shall not cause any request for damages.	Failure to respond to an individual WO is not a breach of contract.
19	Please confirm "Original Term" ends August 31, 2024	Yes, that is correct.
20	Will this contract be divided into multiple contracts based off service areas for each given primary contractor?	No, this will be a statewide contract, if awarded.

All other aspects of the **RFQ# 455-23-1020** remain as is.

Matthew Bowman, CTCM, CTCD

Contract Manager

Contract Management

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**RECEIPT OF ADDENDUM #2 OF RFQ #455-23-1020**