

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
Heating Fuel Underground Storage Tank (UST) Closure Assistance Program Removal,
Closure in Place & Limited Overexcavation Services ISSUED BY DNREC
CONTRACT NUMBER NAT14004-HFCLOSURE

I. Overview

The State of Delaware Department of Natural Resources and Environmental Control (DNREC), seeks professional services to perform heating fuel underground storage tank (UST) removal, closure in place and limited overexcavation services as required by DNREC at state-lead UST sites that are part of the Heating Fuel UST Closure Assistance Program (HFAP) including heating fuel USTs of 1,100-gallons or less. This excludes any state lead UST closure or overexcavation that is not performed as part of the Heating Fuel UST Closure Assistance Program. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: September 3, 2014
Deadline for Questions	Date: September 24, 2014
Response to Questions Posted by:	Date: October 3, 2014
Deadline for Receipt of Proposals (Time)	Date: October 17, 2014 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: November 3, 2014

Each proposal in response to the RFP must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

Following receipt of the proposals in response to the RFP, DNREC intends to select multiple qualified vendors to enter into contracts with DNREC to provide specified professional services. The DNREC has funding for the Heating Fuel UST Closure Assistance Program (HFAP) in the amount of \$900,000.00. As part of the HFAP, DNREC intends to remove or close in place up to 350 unregulated heating fuel USTs of 1,100-gallons or less in capacity. It is the expectation of the DNREC-TMS that this Request for Proposal will result in a “not to exceed” pricing structure resultant from proposals received and defined during negotiations. Vendors must submit a fixed price cost per tank for 1) UST removal, 2) UST closure in place, 3) additional soil samples and 4) pre-approved limited contaminated soil overexcavation (Appendix D). The selection of qualified vendors through the RFP process for this contract does not commit the vendors or DNREC to perform professional services on any site-specific project. The selected vendors will be asked to enter into a contract with DNREC which will permit them to receive, during the contract period, notice of requests by DNREC to perform specified professional services on site-specific projects. Whenever

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DNREC designates a site-specific project for which it requires a vendor to provide professional services, it shall notify the vendor of such designation, provide it with a defined scope of work, and invite the vendor to perform professional services on the site-specific project. The notices to perform professional services on site-specific projects will be on a rotating basis. If DNREC and the vendor are able to reach an agreement on a site-specific project it shall be set forth in an addendum which shall be attached to this contract and made a part hereof. If a vendor rejects an invitation to perform a site-specific project, the next vendor on the list will be invited to perform the site-specific project. The vendor which rejected the project will be placed at the bottom of the vendor list and must wait until they rotate to the top of the vendor list to be invited to perform another site-specific project. This process will continue rotating through the vendor list until such time that DNREC and a vendor are able to reach an agreement on the site-specific project.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

The following is a brief description of the scope of services to be conducted under this contract. Appendix B, Scope of Work Details, describes more specifically the types of professional services and requirements specific to this contract. The submitted proposal shall reflect the organization's ability to perform the tasks. DNREC intends to award contract(s) to the most qualified vendor(s).

- Perform UST removals and closures in place of USTs that are part of the Heating Fuel UST Closure Assistance Program (heating fuel USTs containing 1,100 gallons or less for consumptive use on the premises where stored)
- Collect UST removal and closure in place soil samples in accordance with DNREC technical guidance documents and the Delaware Risk Based Corrective Action Program (DERBCAP)
- Conduct limited, pre-approved overexcavations
- Collect overexcavation soil samples in accordance with DNREC technical guidance documents and the Delaware Risk Based Corrective Action Program (DERBCAP)
- Provide analysis of samples by a qualified environmental laboratory
- Perform site restoration to original conditions including, but not limited to, fence removal/replacement, concrete repair, asphalt repair, topsoil and seeding, etc.
- Coordinate and implement the proper permitting, handling, transport and disposal of waste and contaminated materials (residual fuel, sludge, contaminated soils)
- Obtain all applicable local, state and federal permits needed to perform the required professional services
- Provide technical reporting of UST removal, closure in place or limited overexcavation activities

III. Required Information

The following information shall be provided in each proposal in response to the RFP in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

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A. Minimum Requirements

1. Provide Delaware and/or DNREC license(s) or certification(s) necessary to perform services as identified in the scope of work.
2. Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.
3. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below and the Proposal Selection Criteria.
4. Complete all appropriate attachments and forms as identified within the RFP.
5. Insurance including Professional Liability Insurance:
 - a. Provide evidence of general liability, pollution liability, and professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00. See Section IV, Part D. *General Contract Terms and Conditions* for additional information.
 - b. Proof of insurance and amount of insurance shall be furnished to the Agency and shall be no less than as identified in the bid solicitation.
6. Provide response to Employing Delawareans Report (Attachment 7)
7. If the vendor is selected and is not currently a DNREC Certified UST Closure Contractor, prior to award of the first contract, all applicable paperwork and fees must be submitted to certify the UST company and on-site supervisors for UST Closure Certification. Applicants must pass the UST Closure Certification Exam with a minimum score of 80% to receive UST Closure Certification.
8. Vendor's experience, if any, providing similar services. The applicant should be able to meet the requirements equivalent to those for DNREC UST Closure Certified Contractors. Please provide at a minimum of three (3) references from the past seven (7) years consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.
9. A brief history of the vendor's organization, including experience in performing heating fuel underground storage tank removals, closures in place and overexcavations.
10. Submittal of fixed costs prices associated with the UST removal, UST closure in place, additional soil sample collection and analysis, and pre-approved limited overexcavation as outlined in Appendix D.

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B. General Evaluation Requirements

Proposals will be evaluated using criteria provided in Part IV.C.2 and Appendix E of this RFP.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to DNREC. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Amy E. Bryson
Hydrologist
DNREC-TMS
391 Lukens Drive
New Castle, DE 19720
Amy.bryson@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The DNREC may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

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7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with five (5) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive.

All properly sealed and marked proposals are to be sent to DNREC and received no later than **1:00 PM (Local Time) on October 17, 2014**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware
Department of Natural Resources and Environmental Control
Tank Management Section
391 Lukens Drive
New Castle, DE 19720**

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Attn: Amy E. Bryson

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM (Local Time) on October 17, 2014**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

DNREC will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Negotiated contract fixed cost prices associated with heating fuel UST removals, closures in place, additional soil sampling, and limited overexcavation outlined in the RFP shall remain fixed and binding on the bidder at least through October 31, 2016.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

DNREC will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with Executive Order #31 and Title 29, Delaware Code, Chapter 100.

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8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

DNREC discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. DNREC's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the DNREC that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The DNREC shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by DNREC and a decision on contract award is made, its contents are subject to the DNREC Freedom of Information Act (FOIA) Policy (<http://regulations.delaware.gov/register/december2011/final/15%20DE%20Reg%20864%2012-01-11.htm>).

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the

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documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions. If there is a conflict between this process and the DNREC FOIA Policy, the DNREC FOIA Policy controls.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the DNREC will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the DNREC and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor’s systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the DNREC, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The DNREC expects to negotiate and contract with only one “prime vendor”. The DNREC will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

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Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name on the Subcontractor Information Form (Attachment 6). Any sub-contractors must be approved by DNREC. Subcontracting of UST closure or overexcavation activities must be performed under the supervision of the DNREC Certified UST Closure Contractor.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The DNREC will allow written requests for clarification of the RFP. All questions must be submitted by **September 24, 2014**. Questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **October 3, 2014**. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

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Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. State's Right to Reject Proposals

The DNREC reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the DNREC's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the DNREC may deem necessary in the best interest of the DNREC.

16. State's Right to Cancel Solicitation

The DNREC reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The DNREC makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the DNREC. Vendor's participation in this process may result in the DNREC selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the DNREC to execute a contract nor to continue negotiations. The DNREC may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the DNREC.

18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the DNREC prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the DNREC at the proposal submission deadline. All proposals received are considered firm offers at that time.

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

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20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The DNREC has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the DNREC and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the DNREC will award the contract.

The contract shall be awarded to the vendor(s) whose proposal(s) are most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the DNREC is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor(s) will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

22. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the DNREC will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The DNREC reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the DNREC may deem necessary to make a decision.

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1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the DNREC. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. **The Team will negotiate with the qualified firm designated 1st on the preference list and go down the list of qualified firms until contracts are agreed to with a sufficient number of vendors to meet the needs of DNREC.** The Team shall make a recommendation regarding the award to the DNREC-TMS Program Administrator, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986. Such selection will be based on the following criteria listed in subsection 2.a., below:

a. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Points
Signed Cover Letter	3

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Criteria	Points
Table of Contents (Appendix C)	3
Experience and Qualifications <ul style="list-style-type: none"> • Total Number of Delaware UST projects successfully completed • Total Number of UST projects successfully completed in other states • Total Number of heating fuel UST projects at residential locations (Delaware & other states) • Years Delaware UST Closure certified • Number of Persons DNREC UST Closure Certified 	34
Capacity to Meet Requirements of the Contract <ul style="list-style-type: none"> • Report Preparation: Submit three (3) UST closure project reports with (1) report detailing overexcavation • List of Equipment Owned • Training & staff experience • Health & Safety: Submit a sample health and safety plan from a previous UST closure 	30
Geographical Location for Field Work Location of office(s)	10
Pricing (Appendix D)	15
Appendices <ul style="list-style-type: none"> • Delaware Business License • Proof of Insurance • Evidence of DNREC UST Certifications 	5
Total	100

The proposal selection criteria is discussed in Appendix E.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

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4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the DNREC may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the DNREC will pay travel costs only for DNREC personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. General Information

- a) The term of the contract between the successful bidder and the State shall be for 2 years with 1 optional extension for a period of one (1) year. Each vendor's contract shall be valid for a two (2) year period from **November 3, 2014** through **October 31, 2016**. Agreement on any optional year must be in writing from both the vendor and DNREC and must be initiated not later than ninety (90) days prior to the termination of the current agreement. Any addenda for site-specific project proposals entered into during the contract period shall remain valid for the period of time established in the addenda, even if this extends beyond the contract period.

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- b) The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c) The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d) The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e) The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a DNREC Internal Purchase order signed by the DNREC-TMS Program Administrator or a State of Delaware purchase order signed by two authorized representatives of the agency requesting the service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The DNREC or State of Delaware purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f) If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

4. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

5. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of

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Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

6. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

7. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

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b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

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d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Project Manager
DNREC-TMS
391 Lukens Drive
New Castle, DE 19720**

e. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a)** Procure the right for the State of Delaware to continue using the Product(s);
- b)** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c)** Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

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f. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per occurrence and \$3,000,000 aggregate
b.	Pollution Liability	\$1,000,000 per occurrence and \$3,000,000 aggregate

And at least one of the following, as outlined below:

c.	Medical or Professional Liability	\$1,000,000 per occurrence /\$3,000,000 aggregate
d.	Misc. Errors and Omissions	\$1,000,000 per occurrence /\$3,000,000 aggregate
e.	Product Liability	\$1,000,000 per occurrence /\$3,000,000 aggregate

The successful vendor must carry (a) and (b) and at least one of (c), (d), or (e) above, depending on the type of Service or Product being delivered.

And, automotive insurance covering all automotive units used in the work as outlined below:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s) to the following address:

DNREC-TMS
Contract# NAT14004-HFCLOSURE
391 Lukens Drive
New Castle, DE 19720

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5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy revisions.

g. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

i. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

j. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the DNREC. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The DNREC will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The DNREC may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

k. Penalties

The DNREC may include in the final contract penalty provisions for non-performance, such as liquidated damages.

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I. Termination of Contract

The contract resulting from this RFP may be terminated as follows by DNREC.

- 1. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- 2. Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- 3. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

m. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 Section 711, will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

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n. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the DNREC shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of DNREC.

q. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

r. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

s. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

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t. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the DNREC and the successful vendor shall constitute the contract between the DNREC and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, DNREC RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the DNREC and the vendor.

u. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- 1) the laws of the State of Delaware;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- 5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

v. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

w. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision

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shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

x. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

y. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

z. Other General Conditions

- 1) Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2) Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- 3) Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4) Prior Use** – The DNREC reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- 5) Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources

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expended, problems encountered and corrective action taken, until final system acceptance.

- 6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- 8) **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT14004-HFCLOSURE on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 9) **Additional Terms and Conditions** – The DNREC reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The DNREC reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the DNREC with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the DNREC.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The DNREC requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References

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- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Employing Delawareans Report
- Attachment 8 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirement
- Appendix B-- Scope of Work Details
- Appendix C—Proposal Checklist and Table of Contents
- Appendix D--Pricing Form
- Appendix E-- Description of Criteria for Selection

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IMPORTANT – PLEASE NOTE:

- Attachments 2, 3, 4, 5 and 7 must be included in your proposal
- Attachment 6 must be included in your proposal if subcontractors will be involved

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. NAT14004-HFCLOSURE

Contract Title: **Heating Fuel Underground Storage Tank (UST) Closure Assistance Program--Removal, Closure in Place & Limited Overexcavation Services**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

CONTRACT NO.: NAT14004-HFCLOSURE
CONTRACT TITLE: Heating Fuel UST Closure Assistance Program Removal, Closure in Place & Limited Overexcavation Services
OPENING DATE: October 17, 2014 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Enter Agency Name

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	<u>Women Business Enterprise (WBE)</u>	Yes No	<u>Minority Business Enterprise (MBE)</u>	Yes No	<u>Disadvantaged Business Enterprise (WBE)</u>	Yes No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No. NAT14004-HFCLOSURE

Contract Title: **Heating Fuel Underground Storage Tank (UST) Closure Assistance Program Removal,
Closure in Place & Limited Overexcavation Services**

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. NAT14004-HFCLOSURE	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor.

Contract No. NAT14004-HFCLOSURE

Contract Title: **Heating Fuel Underground Storage Tank (UST) Closure Assistance Program Removal,
Closure in Place & Limited Overexcavation Services**

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware:

- Percentage of such employees who are bona fide legal residents of Delaware: _____
3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

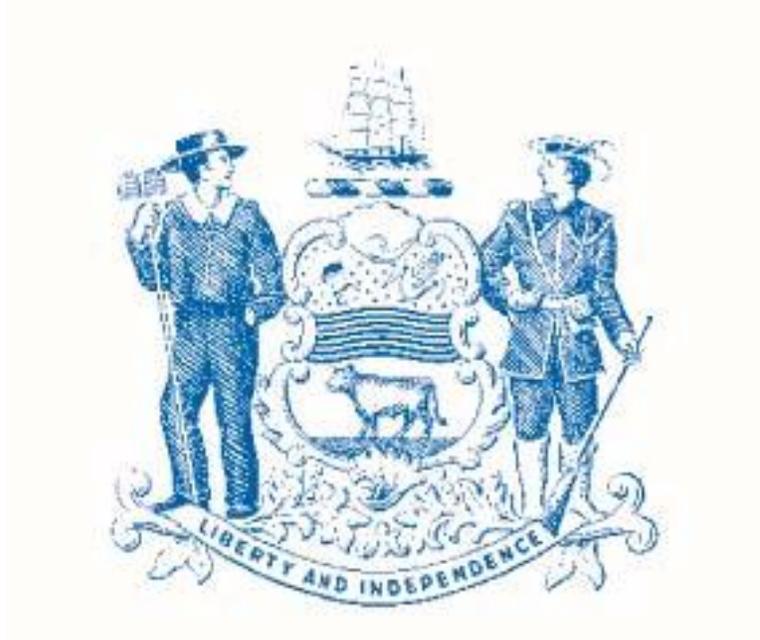
1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

State of Delaware

Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

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**APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. Proposal Checklist and Table of Contents (Appendix C)
3. Pricing Sheet (Appendix D)
4. Five (5) paper copies of the vendor proposal paperwork. The vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria identified in Part IV.C.2 and Appendix E of this RFP.

5. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be separate from all other files on the electronic copy.
6. Provide evidence of general liability, pollution liability, and professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00. See Section IV, Part D. *General Contract Terms and Conditions* for additional information
7. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
8. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
9. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
10. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
11. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
12. One (1) complete Employing Delawareans Report (See Attachment 7)
13. One (1) complete OMWBE application (see link on Attachment 8) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

APPENDIX B
SCOPE OF WORK DETAILS

1. REQUIREMENTS

1.1 Introduction

The following specifications apply to all tasks enumerated and described in this Scope of Work (SOW) and are considered a part of each task. All work awarded through this contract must be completed within sixty (60) days of the site-specific project award.

1.2 General UST Removal Closure in Place, and Overexcavation Procedures

The removal, closure in place and overexcavation of USTs will be conducted in accordance with all pertinent and appropriate regulations, guidelines, and recommended practices described in the following documents, as a minimum:

1.2.1 American Petroleum Institute

Recommended Practice (RP) 1604, RP 1615, RP 1628, RP 1631, RP 2003
Publication 2015, Publication 2015A, Publication 2217, Publication 2219

1.2.2 National Fire Protection Agency

NFPA 30, NFPA 30A, NFPA31,
NFPA 372, NFPA 329, NFPA 70,
NFPA 70B

1.2.3 American Society of Testing and Materials

C 33, D 2996, D 4021

1.2.4. U.S. Environmental Protection Agency

40 CFR 264, 40 CFR 280

1.2.5 U.S. Occupational Safety and Health Administration

29 CFR 1926
29 CFR 1910.146
29 CFR 1910.120

1.2.6 Underwriters Laboratories, Inc.

UL 58 UL87
UL 142
UL 1746 UL 2085

1.2.7 Steel Tank Institute

STI F841-91, STI R913-91, STI F894-89

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1.2.8 State of Delaware, Department of Natural Resources and Environmental (DNREC)

"State of Delaware Regulations Governing Underground Storage Tank Systems"

"Technical Guidance Manual"

"Delaware Risk-Based Corrective Action Program Guide"

"DNREC-Tank Management Section Requirements for UST Removals: Notification and Sampling (October 2012)"

"DNREC-Tank Management Section Requirements for UST Closure in Place: Notification and Sampling (October 2012)"

DNREC-Tank Management Section Requirements for Overexcavation Notification and Sampling (October 2012)"

1.2.9 State of Delaware

7 Del C. Chapters 60, 63, and 74

In addition, the Contractor will comply with all applicable OSHA policies and regulations during all phases of UST removal, closure in place, and overexcavation services. The sections presented below provide an overview of the requirements for UST removal, closure in place, and overexcavation and are part of the contract work. However, requirements stated in the following sections are not inclusive of all Vendor requirements for UST removal, closure in place, and overexcavation and should not be so construed. The Vendor is solely responsible for compliance with all local, state and federal statutes, guidance, and requirements associated with the closure and removal of the USTs and overexcavation services.

1.3 Certification and Permits

Contractor must have a current DNREC UST Closure Certification. All contaminated soils must be transported off-site by a DNREC permitted solid waste/hazardous waste hauler and disposed at an approved recycling or disposal facility.

2. PERMITS AND NOTIFICATION

2.1 UST Removal and Closure in Place Permits and Notification

Upon award of a UST removal or closure in place project, the contractor will complete the project within 60 days of receipt of the DNREC-TMS Internal Purchase Order or State of Delaware Purchase Order, unless alternate time frames are outlined in the site specific bid notice. The contractor will submit a completed UST Closure Notification form to the Tank Management Section prior to the start of the UST removal/closure in place activity at each facility. Contractor will obtain the signature of the UST owner on the notification form for each facility, if applicable. All scheduling of removal, closure in place or overexcavation work at each facility must be coordinated with the assigned DNREC project officer at least ten days prior to the beginning of work. Scheduling changes must be coordinated with the DNREC project officer at least two business days prior to the beginning of work. In addition, the Contractor will obtain all necessary permits, inspections, and approvals from and will make all required notifications to any applicable federal, state, and local agencies.

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2.2 Notification of "Miss Utility"

The Contractor will notify "Miss Utility" of Delmarva at least one week prior to the start of the removal, closure in place, or overexcavation services to coordinate a utility mark out. Miss Utility requires notification at least two business days in advance, but no more than ten business days in advance of digging. On-site utilities not identified by "Miss Utility" shall be located prior to the start of site activity. On-site utility identification may be performed by a subcontractor that specializes in the location of underground utilities when necessary. The Contractor will be responsible for subcontracting an underground utility locating firm to accomplish this task.

3. REMOVAL AND CLOSURE IN PLACE ACTIVITIES

3.1 Surface Preparation

Where the UST(s) and ancillary piping are covered by asphalt and/or concrete, such surfaces will be saw cut and/or jack hammered prior to the removal of the UST(s). Such paved surfaces will be cut to provide sufficient access for the removal of the UST(s) while minimizing disturbance to the pavement. Any existing dispensers associated with the UST system shall be removed and properly disposed. When the UST (s) are in close proximity (within 3 feet) of a building foundation, the contractor shall document the existing condition of the foundation or basement walls by taking photographs prior to any excavating. When the UST(s) are in close proximity of a building foundation, the contractor must use professional judgment when selecting UST closure in place or removal to avoid damage to structures.

3.2 Tank Preparation, Excavation, and Removal

The Contractor will provide all necessary equipment and personnel to safely excavate, remove, properly dispose of the UST(s), UST(s) contents, and contaminated soils. As part of this process, the Contractor will conduct the following activities:

- a. When the UST (s) are in close proximity (within 3 feet) of a building foundation, the contractor shall document the existing condition of the foundation or basement walls by taking photographs prior to any excavating. When the UST(s) are in close proximity of a building foundation, the contractor must use professional judgment when selecting UST closure in place or removal to avoid damage to structures.
- b. Before starting any excavation, determine the location of all underground utilities, de-energize the UST system, and disconnect the electrical supply, if applicable.
- c. After excavating to uncover the top of the UST(s), the vent and feed line connections, and the dispenser line connections, drain the product contained in the feed and return lines into the UST(s) and properly flush. Any product released into the environment during disconnection and draining of the feed lines is the Contractor's sole responsibility, at its own cost. Any product releases and product contaminated materials caused by the Contractor that may result from the release of product during the UST removal process, including work associated with the feed lines is the Contractor's sole responsibility, at its own cost, to properly dispose. Corrective action performed to address any such releases will be completed to the satisfaction of the Tank Management Section.
- d. Disconnect and remove all ancillary equipment that may be present.
- e. Remove all product and product residuals from the UST(s) using explosion-proof air or electric driven pumps or a vacuum truck. The residuals are to be containerized in approved drums or tanker trucks and transported off site for proper disposal. The quantity of product in each UST is to be estimated by the Contractor prior to pumping by gauging the tank interior and its contents and calculating the estimated volume of product. Quantities of product pumped from the UST(s) are to be documented and a copy of the disposal manifest and/or certification, including total volume,

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submitted in a report. Any discrepancy between the initially estimated volume of product and the volume reported by the waste hauler and/or disposal facility is to be brought to the immediate attention of the Tank Management Section.

- f. Disconnect the feed and the return lines and the vent line. Depending on the requirements of the site specific request for proposal(s), remove or cap/plug open ends of the lines that are to be no longer used. The vent line shall remain attached to the UST(s) during the purging process to minimize the potential for fire and odor complaints. Remove the vent lines only after the tank has been purged of all explosive vapors.
- g. Temporarily plug all the openings, excavate sufficient backfill and/or soil to safely remove the UST(s) from the excavation, place the tank(s) in a secure location, and block the UST(s) to prevent movement.
- h. Place excavated tank backfill and soil on plastic (minimum thickness of 6 mil) at a location specified by the Tank Management Section. Secure a protective cover of plastic (minimum thickness of 6 mil) over the excavated soil pile. Install when necessary, runoff protection (*i.e.*, silt fence, hay bales, etc.) around the excavated soil pile at the end of the work day in the event that the excavated soil is not returned to the excavation during the same work day in which it was removed. All protective cover and runoff protection will be maintained by the Contractor until off-site disposal is initiated and completed or the soil is returned to the excavation.
- i. If pre-approved, transport contaminated soil using a DNREC permitted solid waste hauler to an approved recycling facility or approved disposal facility. Disposal manifest documentation will be submitted in a report.
- j. Purge the UST(s) in accordance with API Recommended Practice #1604 and clean the UST(s) interiors in accordance with API Publication 2015 or as required by state or local codes. In the event that a tank is entered during the cleaning process, the Contractor will adhere to all pertinent OSHA requirements, including those regarding confined-space entry. If the vapors in the excavation reach 10 percent of the Lower Explosive Limit (LEL) or if the oxygen concentration drops to 19.5 percent or less, evacuate the excavation until this condition is eliminated. Sludge and/or fluid generated during cleaning are to be containerized in approved drums or tanker trucks and transported off site for proper disposal. Quantities of sludge and residual fluids removed from UST(s) are to be documented and a copy of the disposal manifest and/or certification, including total volume, submitted in a report.
- k. Ventilate the UST(s) until they are rendered vapor free in accordance with applicable API and NFPA procedures.
- l. Once each UST has been made vapor free and before the UST(s) leave the site, the UST(s) must be labeled with letters at least two inches high stating the former contents of the tank and stating that the tank is not suitable for storing food or liquids intended for human or animal consumption, remove the Underwriters Laboratory tag (if present), cut or drill holes in all sections of the tank, and dispose of the UST(s) and all ancillary equipment at an approved facility. The Contractor will submit in a report a copy of the disposal certification and color photographs showing key steps of the removal activities.
- m. The Contractor is required to keep and maintain an accurate field log during UST removal that documents all activities of the removal process, including such items as contractors on site, size and construction of the UST(s) being removed, estimated volumes of liquids and sludge removed, and volume of imported backfill (if required). If requested, the Contractor shall provide the Tank Management Section with a copy of this field log upon completion of the work at the facility and prior to their request for final payment.

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3.3 Tank Preparation and Closure in Place

The Contractor will provide all necessary equipment and personnel to safely excavate, close in place, properly dispose of the UST(s) contents, and contaminated soils. As part of this process, the Contractor will conduct the following activities:

- a. When the UST (s) are in close proximity (within 3 feet) of a building foundation, the contractor shall document the existing condition of the foundation or basement walls by taking photographs prior to any excavating. When the UST(s) are in close proximity of a building foundation, the contractor must use professional judgment when selecting UST closure in place or removal to avoid damage to structures.
- b. Before starting any excavation, determine the location of all underground utilities and de-energize the UST system and disconnect the electrical supply, if applicable.
- c. Excavate the top of the UST(s) and uncover the manways (where present), and the vent, dispenser (where present) and feed lines. Place excavated material on plastic (minimum thickness of 6 mil) at a location specified by the Tank Management Section. Secure a protective cover of suitable material over the excavated soil pile and install runoff protection (*i.e.*, silt fence, hay bales, etc.) around the excavated soil pile at the end of the work day in the event that the excavated soil is not returned to the excavation during the same work day that it was removed.
- d. After excavating to uncover the top of the UST(s), the vent and feed line connections, and the dispenser line connections, drain the product contained in the feed and return lines into the UST(s) and properly flush. Any product released into the environment during disconnection and draining of the feed lines is the Contractor's sole responsibility, at its own cost. Any product releases and product contaminated materials caused by the Contractor that may result from the release of product during the UST removal process, including work associated with the feed lines is the Contractor's sole responsibility, at its own cost, to properly dispose. Corrective action performed to address any such releases will be completed to the satisfaction of the Tank Management Section.
- e. Disconnect and remove all ancillary equipment (*i.e.*, dispensers, submersibles, pumps, etc.).
- f. Remove all product and product residuals from the UST(s). Residuals are to be removed using explosion-proof air or electric driven pumps or a vacuum truck. The vent line shall remain attached to the UST(s) during the purging process to minimize the potential for fire and odor complaints. Remove the vent lines only after the tank has been purged of all explosive vapors. The residuals are to be containerized in approved drums or tanker trucks and transported off site for proper disposal. The quantity of product in each UST is to be estimated by the Contractor prior to pumping by gauging the tank interior and its contents and calculating the estimated volume of product. Quantities of product pumped from storage tanks are to be documented and a copy of the disposal certification, including total volume, forwarded to the Tank Management Branch. Any discrepancy between the initially estimated volume of product and the volume reported by the waste hauler and/or disposal facility is to be brought to the immediate attention of the Tank Management Section.
- g. Disconnect the feed and return lines. Depending on the requirements of the site specific request for proposal(s), remove or cap/plug open ends of the lines that are to be no longer used.
- h. Purge the UST(s) in accordance with API Recommended Practice #1604 and clean the UST(s) interiors in accordance with API 2015 or as required by state or local codes. In the event that a tank is entered during the cleaning process, the Contractor will adhere to all pertinent OSHA requirements, including those regarding confined-space entry. If the vapors in the excavation reach 10 percent of the Lower Explosive Limit (LEL) or if

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the oxygen concentration drops to 19.5 percent or less, then evacuate the excavation until this condition is eliminated. Sludge and/or fluid generated during cleaning are to be containerized in approved drums or tanker trucks and transported off site for proper disposal. Quantities of sludge and residual fluids removed from storage tanks are to be documented and a copy of the disposal certification, including total volume, provided to the Tank Management Section in a timely manner.

- i. Provide access to the UST(s) by opening the manway. In the event that the UST(s) is not equipped with a manway, contractor will properly cut the top of the UST(s) to provide safe access.
- j. Clean the interior of the UST(s) in accordance with API 2015. Sludge, fluids and sorbent materials generated during cleaning are to be containerized in approved drums or tanker trucks and transported off site for proper disposal. Quantities of sludge, residual fluids and sorbent materials removed from storage tanks are to be documented and a copy of the disposal certification, including total volume, forwarded to the Tank Management Section. In the event that Contractor elects to enter the UST(s) for cleaning purposes, the UST(s) will be entered only by Contractor personnel trained and OSHA certified to enter a confined space. Contractor will insure that safety of its personnel entering the UST(s) and will provide all health and safety equipment necessary to enter the UST(s). All current OSHA regulations governing confined space entry will be adhered to prior to, during, and subsequent to work performed within the UST(s). OSHA confined space entry regulations include, but are not limited to, atmospheric monitoring, entry permits, proper respiratory protection, a trained attendant, and escape methods and devices.
- k. The tank will be closed in place by the installation of an approved inert and noncompressible material such as concrete slurry, sand, or flyash. The inert material will be capable of flowing freely and filling the UST(s) completely so as to leave no void space. Material excavated during the exposure of the top of UST(s) will not be used or added to the inert closure in place material.
- l. The Contractor is required to keep and maintain an accurate field log during UST closure in place. This log shall document all activities of the closure in place process, including such items as contractor on site, size and construction of the UST(s) being closed in place, estimated volumes of liquids and sludge removed, and volume of imported backfill (if required). Contractor shall provide the Tank Management Section with a copy of this field log upon completion of the work at each facility.

3.4 UST Removal Soil Sampling

The Contractor will collect all required samples per the DNREC-TMS "Notification and Soil Sampling Requirements for Removal of Underground Storage Tank Systems" (October 2012) as part of the UST removal. Sample collection and analysis may also be required for waste disposal.

The Contractor is required to submit samples to a qualified laboratory for analysis for applicable chemicals of concern at their own expense. Sampling must follow appropriate quality assurance/quality control measures.

- Analytical reports must always include a chain of custody. When relinquishing the chain of custody, signatures, times, and dates must be documented.
- In addition, the temperature of the samples when received by the lab must be noted on the chain of custody or documented in a laboratory summary report. If your lab does not currently provide this service, it should be requested.
- Samples must be kept at ≤ 6 °C until delivered to the laboratory.
- All groundwater and soil sampling events from which volatile compounds (VOCs) are being analyzed for must include one trip blank per cooler.

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- All samples must be collected and placed in the appropriate, sterile containers.
- If VOC analysis will be performed, methanol preservation or Encore sampling methodologies must be utilized.
- All effort must be made to deliver samples to the laboratory within 24 hours of the sampling event. If this is not possible, a description of the handling of the samples must be included in the UST Closure Report.
- Contaminant and analytical method specific holding times must be met.

3.5 UST Closure in Place Soil Sampling

The Contractor will collect all required samples per the DNREC-TMS “Notification and Soil Sampling Requirements for Closure in Place of Underground Storage Tank Systems” (October 2012) as part of the UST Closure in Place. All samples required by DNREC as part of UST closure in place will be collected by the Contractor and analyzed prior to the initiation of UST closure in place activities. The Contractor may give specific site conditions and soil samples from within the UST(s) at locations where soil borings cannot be installed. If such sampling is approved by the Tank Management Section, Contractor will collect samples from within the UST(s) at the direction of the Tank Management Section. Sampling and analysis also may be required for waste transport and disposal.

The Contractor is required to submit samples to a qualified laboratory for analysis for applicable chemicals of concern at their own expense. Sampling must follow appropriate quality assurance/quality control measures.

- Analytical reports must always include a chain of custody. When relinquishing the chain of custody, signatures, times, and dates must be documented.
- In addition, the temperature of the samples when received by the lab must be noted on the chain of custody or documented in a laboratory summary report. If your lab does not currently provide this service, it should be requested.
- Samples must be kept at ≤ 6 °C until delivered to the laboratory.
- All groundwater and soil sampling events from which volatile compounds (VOCs) are being analyzed for must include one trip blank per cooler.
- All samples must be collected and placed in the appropriate, sterile containers.
- If VOC analysis will be performed, methanol preservation or Encore sampling methodologies must be utilized.
- All effort must be made to deliver samples to the laboratory within 24 hours of the sampling event. If this is not possible, a description of the handling of the samples must be included in the QA/QC section of the HIR.
- Contaminant and analytical method specific holding times must be met.

3.6 Site Restoration

Excavations are to be backfilled and compacted to final grade with non-impacted site fill material, if available, and certified clean fill. Acceptable fill for the site will be placed in 12-inch layers, and properly compacted to 95% of maximum density. In unpaved areas a minimum of three inches of top soil will be placed above the fill. In paved areas, a minimum of a 6” stone base and 2-3” of asphalt topcoat must be installed or to Tank Management Section specifications. Other debris (including concrete) that may be generated during the UST removal effort will not be permitted in the excavation without prior Tank Management Section approval. Fragments of asphalt, will not be permitted for use as backfill and will be removed from the site for proper disposal by the Contractor. In the event that such material is found to be included as tank excavation backfill, it will be excavated and removed from the excavation at the Contractor's expense. The final restored work area's appearance will be backfilled to ground surface and the disturbed surface area will be restored to its original condition or to the Tank Management Section's specification.

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3.7 Site Security

The Contractor will furnish, install and maintain temporary protective fencing around open excavations, stockpile locations, and equipment throughout the duration of UST removal, closure in place, or overexcavation activities at each facility. The Contractor will provide and install safety barricades and/or traffic cones to control vehicle and pedestrian traffic.

3.8 Health And Safety

The contractor shall conduct field work according to Site-Specific Health and Safety Plans meeting all applicable federal, state and local regulations and requirements. Upon DNREC request, supply copies of Health and Safety Plans for review.

4. SOURCE REDUCTION THROUGH LIMITED, PRE-APPROVED OVEREXCAVATION

4.1 Overexcavation

The contractor may, with the **pre-approval** of the DNREC-TMS, perform source reduction activities through overexcavation of the source zone at a facility, proper disposal of excavated soils, and overexcavation soil samples. This may often be the case in uncomplicated sites where contamination is of limited extent and the removal of highly contaminated source zone soil will either minimize reoccurring impacts to groundwater from the submergence of impacted soil during water table fluctuations, or prevent groundwater impacts from occurring. The contractor must follow the overexcavation procedures per the DNREC-TMS "Procedures and Soil Sampling Requirements for the Overexcavation of Petroleum Contaminated Soils During UST Removal Activities" (October 2012).

4.1.1 Overexcavation Pre-Approval

The contractor is responsible for obtaining pre-approval from the DNREC project officer for performing overexcavation and soil disposal at a Heating Fuel UST Closure Assistance Program UST removal. This pre-approval may be obtained in writing, via electronic mail correspondence, or verbally prior to the initiation of overexcavation activities. It is anticipated that permission for overexcavation will be requested immediately following UST removal based on field observations indicating a release (stained soils, holes in the UST, etc.) When possible, over-excavation should be performed during the initial mobilization to remove the UST. Overexcavated soils must be transported off-site by a DNREC permitted solid/hazardous waste hauler and disposed at an approved recycling or disposal facility. **Payment to the contractor for UST overexcavation, soil disposal and over-excavation soil sampling will not exceed the agreed upon fixed price.**

4.1.2 Overexcavation Report

The contractor is required to include details of the overexcavation in the UST Closure Report including the following:

- (a) Confirmatory soil sample results
- (b) The amount of soils excavated and disposed during excavation activities
- (c) A map detailing the exact location and size of the overexcavation pit and soil sample locations
- (d) All soil disposal manifests and certificates of destruction

The UST Closure report must be submitted within 60 days of completion of field activities.

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4.1.3 Management of Wastes

The contractor is responsible to stage and cover, store, transport and dispose all contaminated soils in accordance with Delaware's Regulations Governing Underground Storage Tank Systems. Copies of all disposal documentation must be provided to Department no later than 60 days after disposal has taken place.

4.1.4 Project Completion Certification

Upon completion of the project, the contractor is responsible for submitting a "Certificate of Project Completion" with the application for payment/invoice. This form must be signed by the property owner indicating the satisfactory completion of the UST closure project.

5. GENERAL REPORTING REQUIREMENTS

5.1 Reporting

The contractor is responsible for preparing a written report detailing all fieldwork activities performed at a facility and the results of the field activity. The contractor must forward the correct documentation to the Tank Management Section within sixty (60) days of the tank removal, closure in place, or overexcavation activity. The sample results must be labeled with the sample ID, full site name, address, and date of the removal, closure in place, or overexcavation.

5.1.1 Laboratory Data

Laboratory data summary tables, which compare sample results to the designated action level or RBSL for a facility, must be included in all reports. In addition, laboratory analytical reports and chain of custody documentation must be included with the report.

5.1.2 Site Map

The contractor is responsible for preparing a site map showing the location of the following:

- (a) Sampling locations
- (b) Excavated areas
- (c) Buildings or other structures
- (d) Highways, roads, and cross streets
- (e) A north arrow and scale
- (f) All former UST system and dispenser locations
- (g) Property boundaries

5.1.3 Disposal Documentation

All waste disposal documentation including receipts and certificates of destruction must be included in all applicable reports. In addition, all disposal documentation showing disposal of UST piping, product, sludge, soil, and any other disposal documentation must be submitted in the report to the Tank Management Section.

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Appendix C

Contract No. NAT14004-HFCLOSURE

Contract Title: Heating Fuel UST Assistance Program Removal, Closure in Place & Limited Overexcavation Services

PROPOSAL CHECKLIST AND TABLE OF CONTENTS

Please check off each item included in the proposal and indicate the page number in your proposal. This form should be used as the table of contents for your proposal.

Requirements for RFP Submission		<u>Check off</u>	<u>Page Number</u>
1)	Signed Cover Letter		
2)	Proposal Check List & Table of Contents (Appendix C)		
3)	Description of Qualifications and Selection Criteria (See Part IV.C.2 and Appendix E of this RFP)		
4)	Pricing Form (Appendix D)		
Appendices			
5)	Attachment 2: Non-Collusion Statement		
6)	Attachment 3: Exception Form		
7)	Attachment 4: Confidential Information Form		
8)	Attachment 5: Business References		
9)	Attachment 6: Subcontractor Information		
10)	Attachment 9: Employing Delawareans Form		
11)	DE Business License Documentation		
12)	Proof of Insurance Documentation		
13)	DNREC UST Certification Documentation		

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APPENDIX D

Contract No. NAT14004-HFCLOSURE

Contract Title: Heating Fuel UST Assistance Program Removal, Closure in Place & Limited Overexcavation Services

Pricing Form

Vendor Name: _____

Item	Price
Removal of ≤1,100 gallon Heating Fuel UST as part of Heating Fuel UST Closure Assistance Program including UST Removal soil samples per the <i>DNREC-Tank Management Section Requirements for UST Removals: Notification and Sampling (October 2012)</i> and Site Restoration to Original Conditions or DNREC Specifications	/UST
Closure in Place of ≤ 1,100 gallon Heating Fuel UST as part of the Heating Fuel Closure Assistance Program including UST closure in place soil samples per the <i>DNREC-Tank Management Section Requirements for UST Closure in Place: Notification and Sampling (October 2012)</i> and Site Restoration to Original Conditions or DNREC Specifications	/UST
Collection and Laboratory Analysis of Soil Samples in addition to the DNREC-TMS Requirements for UST Removal and Closure in Place Guidance Documents (October 2012)	/SOIL SAMPLE
Excavation, Loading, Transport, and Disposal of Heating Fuel Impacted Soils (maximum 22 tons); Replacement Backfill Materials (Delivery, Spreading, Compaction); Additional Site Restoration to Original Conditions or DNREC Specifications; and Collection and Laboratory Analysis of Overexcavation Soil Samples per the <i>DNREC-Tank Management Section Requirements for Overexcavation Notification and Sampling (October 2012)</i>	/OVEREXCAVATION

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Appendix E

Contract No. NAT14004-HFCLOSURE

Contract Title: **Heating Fuel Underground Storage Tank (UST) Closure Assistance Program Removal, Closure in Place & Limited Overexcavation Services**

DESCRIPTION OF CRITERIA FOR SELECTION

1. QUALIFICATIONS AND EXPERIENCE

List the total number of UST removal and closure in place projects successfully completed in the State of Delaware; total number of removal and closure in place projects successfully completed in other States; the total number of residential heating fuel UST removal and closure in place projects in Delaware and other states; the number of years your company has been in business, the number of years your company has been certified for UST closure in the State of Delaware, and the number of individuals in your company which are DNREC UST Closure Certified.

2. CAPACITY TO MEET REQUIREMENTS OF THE CONTRACT

To demonstrate technical reporting ability **submit synopses of three (3) pertinent projects including reports**, with one (1) project report detailing overexcavation. The three (3) submitted reports should represent the most relevant experience of the firm/team, as it relates to the tasks identified in the Scope of Work for this Contract. Also please give a brief background of your company, its length of experience in underground storage tank removal, abandonment, and overexcavation related work, reputation in this area, and at least three (3) references are required. The submitted information must be in sufficient detail to establish and verify the level of your experience, and address all Scope of Work details outlined in Appendix B.

Equipment - On average what percentage of required equipment, for removal, closure in place, and overexcavation activities does your company own, such as excavators, backhoes, and bulldozers. List all relevant equipment owned. What percentage of equipment does your company rent for a typical removal, abandonment, or overexcavation? List all relevant equipment rented.

Training and Experience - Provide names of employees and their qualifications that will be assigned to do work under this proposal. Include information that proves they are 40 hour OSHA certified, confined space entry certified, Delaware certified, know Delaware soil sampling procedures, and all other relevant training.

Health and Safety - **Submit one (1) health and safety plan** from previous removal, abandonment, or overexcavation work.

Reporting - The submitted reports will be evaluated and scored. Submitted reports that do not meet all applicable criteria will not receive a perfect score. If no reports are submitted, no points will be awarded. (See Appendix B, Section 5 for General Reporting Requirements)

3. GEOGRAPHICAL LOCATION FOR FIELD WORK

Where is your office located? Will overnight stay near a site be required for the project personnel? Will there be a need for long term relocation of project staff to or near the site?