

# **State of Delaware**

## **Scrap Tire Control & Cleanup Program**

### **Request for Qualifications Contract No. 07-09**

**October 7, 2007**

***- Deadline to Respond -  
Tuesday, November 13, 2007  
3:00 P.M. EDT***

**CONTRACT NO. 07-09**

October 7, 2007

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES" (hereafter "RFQ") for the State of Delaware's Scrap Tire Control & Cleanup Program.

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Please review and follow the information and instructions contained in the General Provisions in this Request for Qualifications, including the procedure for clarification requests.

**Mandatory Meeting:**

DNREC Auditorium  
Richards & Robbins Building  
89 Kings Highway  
Dover, DE 19901

**November 6, 2007, 10:00 a.m. to noon**

~ Please bring a copy of the RFQ packet ~

Visitor parking is available behind the building which is accessible around the block behind the Post Office.

**In order for your Qualification submission to be considered, your documents must be delivered in a sealed envelope or box clearly displaying the company name and the contract number by**

**Tuesday, November 13, 2007, 3:00 PM EDT.**

Qualifications shall be submitted to:

State of Delaware  
DNREC – SHWMB  
Scrap Tire Control & Cleanup Program  
Attn: Laurene Ehemann  
89 Kings Highway  
Dover, DE 19901

**Request for Qualification (“RFQ”) for Contractor Services for the  
Scrap Tire Control & Cleanup Program  
Contract No. 07-09  
Issued by the State of Delaware  
Department of Natural Resources and Environmental Control (DNREC)  
Solid and Hazardous Waste Management Branch (SHWMB)**

**I. Overview**

1. The State of Delaware, Department of Natural Resources and Environmental Control (DNREC), Solid and Hazardous Waste Management Branch (SHWMB), seeks contractors to perform cleanup work of scrap tire piles around the state. This RFQ is issued pursuant to 29 *Del. C.* §§ 6981 – 6984, 6986.

2. The proposed schedule of events:

<u>First Public Notice</u>	October 7, 2007
<u>Mandatory Meeting:</u> DNREC Auditorium Richards & Robbins Building 89 Kings Highway Dover, DE 19901	November 6, 2007, 10:00 a.m. to noon ~ Please bring a copy of the RFQ packet ~  Visitor parking is available behind the building which is accessible around the block behind the Post Office.
<u>Deadline for Submission of Qualifications</u>	November 13, 2007, 3:00 p.m.
<u>Notification of Selection for Approved Contractors List</u>	No earlier than November 26, 2007, and no later than December 14, 2007.

**II. General Scope of Services**

**1. Site Locations and Size**

The scrap tire pile sites that are identified and known in all three counties vary widely in estimated size – some as small as 300 tires and others over 1 million:

- Three sites in New Castle County – estimated at 10,000; 8,000 and 3,000.
- Five sites in Kent County – estimated at 50,000; 10,000; 5,000; 3,000; and 2,500.
- Eleven sites in Sussex County – two estimated at 1 million each; two estimated at 50,000 each; three estimated at 100,000, 20,000 and 5,000 each; and the remaining four sites are estimated to be less than 1,000 each.

The site conditions also vary in access, topography, and condition of the tires. We recognize the difficulties of remediating sites in the summer due to insects and overgrown vegetation. Therefore, most cleanup activities can be done in the fall, winter, and spring.

## **2. Contract**

There is no limit to the number of approved contractors. Once the Approved Contractor List is established from this RFQ, each contractor will enter into a contract with DNREC at that time. The contract will address general terms and conditions that apply to each cleanup project. Then, approved contractors will be invited to bid on specific sites. A mandatory pre-bid site visit will be required of all interested bidders. The bid must address a per-ton rate, subcontractors that will be used, the lawful manager or end-user, an anticipated start date, the length of time expected to complete the cleanup, and any additional information specifically requested for that site. Once a bid is accepted and the project awarded, an Affirmative Statement is required that no information has changed in the contract. Or for those criteria that have changed, an Amendment to the contract will be required. This includes whether or not subcontractors will be used. Subcontractors must provide the same information and qualifications as the contractor. If any of these factors change before the project begins, the contractor will be required to notify DNREC in writing. If the contractor declines to perform the work for the per ton price indicated in the bid due to factors beyond the contractor's control and before the agreed start date, DNREC may agree to the price change at its discretion.

## **3. Bids Per-Site**

Contractors on the Approved Contractor List will be requested to bid on all the sites and will not be disqualified from bidding on other sites in the future if they choose not to bid on one or more of the sites. The cleanup work for all the sites in Delaware is expected to take place over a three to five year period.

The contract will, or may, be amended to address any specific issues for a particular site. **GENERALLY**, these topics will be addressed for each site:

- a. DNREC will provide oversight and, at its discretion, have representatives on site during the cleanup. DNREC's representatives may request that a load be re-loaded to clear out excess debris.
- b. DNREC will obtain written consent from the property owner (an Access Agreement) and the property owner will not otherwise participate in the project.
- c. The contractor must contact Miss Utility.
- d. The work week will be Monday through Friday and the work day can be from dusk to dawn each day. If the property owner is given notice and gives

permission, these days and hours may be extended. However, local ordinances may apply.

- e. The contractor must provide the highest level of safety. This includes safety barriers at the site, a safety plan that addresses OSHA requirements, and a plan for possible fire and personnel emergencies.
- f. The contractor must control dust plumes, level heavily rutted land after the tire site is remediated, keep residential roads passable, return residential roads to their preexisting condition if necessary, provide bathroom facilities for the workers, and provide electricity as needed.
- g. The contractor will determine and comply with any local ordinances and use ULSD (Ultra-Low Sulfur Diesel) fuels in all on-site equipment or obtain the requisite permit.
- h. The contractor must determine if a transporter permit is needed to haul tires or tire shreds outside the state of Delaware; and if so, obtain all necessary permit(s).
- i. The contractor must take reasonable care if hazardous substances or cylinders are found on-site. However, the property owner is liable and responsible for removal costs and for any damages occurred by these types of materials.
- j. The contractor must take reasonable care to not damage trees, fences, or shrubbery in residential landscaped areas, if any, and must agree to replace these things with a similar article if damaged by the contractor.
- k. The contractor will not have to remove rims from the site, nor move trees and shrubbery off-site that need to be cleared to have access to the tires.
- l. The contractor must follow the prescribed methods of communication for; 1) written notices pertaining to site work and contract terms, especially change orders, and 2) communication with the property owner. DNREC agrees to expedite change orders (purchase order modifications) so that work does not have to be stopped.

### **III. Contract Terms and Conditions**

#### **1. General Information**

- a. The term of the contract between each approved contractor and the State shall be for three (3) years with a possibility of two (2) extensions for a period of two (2) years for each extension.

- b. The selected contractors will be required to enter into a contract with the State of Delaware within sixty (60) days after the Approved Contractors List is established. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a documentation submitted in response to this RFQ. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware.
- c. Contractors will be required to reaffirm the contract terms for all services they will provide if their per-site bid was selected because a significant length of time may have passed from the time the contract was executed until the bid is awarded for a site. The contractor may, therefore, also be required to sign additional agreements. Subcontractors must prove the same qualifications as the contractor and provide the same information, proof of insurance, and licensing as the contractor.
- d. After a contractor from the Approved Contractors List is awarded a particular site based on their bid, a purchase order must be issued. A purchase order modification is required to continue work for an amount over the agreed estimate of tonnage. No contractor is to begin any service prior to receipt of a State of Delaware purchase order or a purchase order modification that has been signed by two authorized representatives of the agency requesting service and properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order or purchase order modification shall serve as the authorization to proceed in accordance with the bid specifications and the terms of the contract.
- e. If the contractor who was awarded the per-site project fails to enter into an agreement as herein provided, the award will be annulled, and an award will be made to another contractor from the Approved Contractors List. Such contractor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- f. The parties shall give prompt written notice whenever either party observes or otherwise becomes aware of any development that affects the scope or timing of the contractor's services.

## **2. Collusion or Fraud**

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

By responding, a contractor shall be deemed to have represented and warranted that its submission is not made in connection with any competing contractor submitting a separate response to this RFQ, and is in all respects fair and without collusion or fraud; that the contractor did not participate in the RFQ development process and had no knowledge of the specific contents of the RFQ prior to its

issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the contractor's submission preparation.

### **3. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Contractors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFQ or the award of a contract resulting from this RFQ shall have their submission immediately rejected and shall be barred from further participation in this RFQ.

The selected contractors for the Approved Contractors List will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFQ 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 RFQ 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 RFQ shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFQ.

### **4. Solicitation of State Employees**

Until notification of selection on the Approved Contractors List, contractors 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 contractor, its affiliates, actual or prospective contractors, or any person acting in concert with contractor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a contractor may result in rejection of the contractor's submission.

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

### **5. General Contact Terms**

#### **a. Non-Appropriation**

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.

**b. Licenses and Permits**

- i. In performance of the contract, the contractor 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 contractor. The contractor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.
- ii. The contractor 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 contract with each contractor on the Approved Contractors List will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject contractor to applicable fines and/or interest penalties.
- iii. The contractor shall furnish the State of Delaware with a copy of Form W-9, Request for Taxpayer Identification Number and Certification (which can be found at [www.irs.gov](http://www.irs.gov)).
- iv. If a contractor would like to apply for Minority Business Enterprises and Women's Business Enterprises (MBE/WBE) certification, the application can be found at <http://omwbe.delaware.gov/certify.shtml>.

**c. Notice**

Any notice to the State of Delaware required under the contract shall be sent via fax OR e-mail AND may be sent by mail to:

DNREC - SHWMB  
Attn: Laurene Eheman  
Scrap Tire Control & Cleanup Program  
89 Kings Highway  
Dover, DE 19901

**d. Indemnification**

**1. General Indemnification.**

By submitting a response or submission to this RFQ, the contractor

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 contractor'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**

Contractor shall warrant that all elements of its work, 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 contractor in writing and contractor shall defend such claim, suit or action at contractor's expense, and contractor 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 contractor (collectively "Products") is or in contractor's reasonable judgment is likely to be, held to constitute an infringing product, contractor 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(s) 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.

## **e. Insurance**

1. Contractor 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 contractor's negligent performance under a contract with the State of Delaware, DNREC, for the Scrap Tire Control & Cleanup Program, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the contractor in their negligent performance under the contract.

2. The contractor shall maintain such insurance required by law as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under the contract. The contractor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of the contract, the contractor shall, at its own expense, carry insurance minimum limits as follows:
  - a. Comprehensive General Liability – One million dollars (\$1,000,000) single limit per occurrence which includes bodily injury liability and property damage liability coverage.
  - b. Automotive Liability Insurance covering all vehicles used in the work with limits of not less than \$100,000 per person and \$300,000 per accident as to bodily injury or death and \$100,000 as to property damages.
4. The contractor shall provide a certificate(s) of insurance as proof that the contractor has the required insurance(s) for each type and minimum amount.
5. Any and all subcontractors shall provide a certificate(s) of insurance as proof that the subcontractor has the required insurance(s) for each type and minimum amount.

**f. Performance Requirements**

The contractors selected to be on the Approved Contractors List will warrant that they possess, or have arranged through a contractor with any 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. The contractor's rights under the contract will be binding on the contractor's successors or assigns.

**g. Payment Schedules**

1. The State of Delaware will require a payment schedule based on

defined and measurable milestones that will be set out specifically on a per-site basis. Payments for services will not be made in advance of work performed. The final invoice will not be paid until DNREC confirms the tire pile sites are fully remediated, the land is not left heavily rutted, and any residential roadways used by vehicles for property access are returned, if necessary, to their preexisting condition.

2. The per ton price will include all expenses, including but not limited to, mobilization, labor, hauling, tipping fees, and miles traveled by empty transportation vehicles back to the cleanup site. If the contractor determines that the total cost will exceed the estimated cost, the contractor must notify DNREC in writing within the required timeframe so that the contract can be amended for the additional work and modify the purchase order. The additional work cannot begin until a modified Purchase Order is issued by the Department of Finance. If a Purchase Order modification is necessary, DNREC agrees to process the forms for approval in an expeditious matter so that work will not be required to stop.
3. Condition Precedent: The rights and obligations of each party to the contract are not effective and no party is bound by the terms of the contract unless and until a valid executed purchase order for the cleanup work per-site is approved by the Secretary of Finance and received by the contractor. The rights and obligations of DNREC under the contract are limited to the amount of any approved purchase order.
4. All invoices shall identify the cleanup site/project name, a mailing address for payments, and must be accompanied by weigh tickets from a certified scale documenting the date and tonnage contained in each load transported from the cleanup site. Additionally, the contractor shall provide written proof of the lawful management or end-use before the work begins if there will only be one lawful manager or end-user for the entire cleanup project, or, with the submission of each invoice for payment if there is a change in lawful managers or end-users. If the proof of lawful management or end-use is not provided, the invoice(s) will not be paid. The contractor may only claim reimbursement for tonnage identified on a weigh ticket. Invoices may be submitted not more frequently than every two weeks.

#### **h. Interest of Contractor**

The contractor will affirm that it presently has no interest and shall not acquire any interest, direct or indirect, nor employ any person who would have such an interest, which would conflict in any manner or degree with the performance of services required to be performed under the contract.

**i. Penalties**

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

**j. Termination for Cause**

If for any reason, or through any cause, the contractor fails to fulfill in timely and proper manner his obligations under the contract, or if the contractor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination,

**k. Termination for Convenience**

The State of Delaware may terminate the 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. If the contract is terminated by the State of Delaware as so provided, the contractor will be paid for the tire pile cleanup tonnage before the effective date of such termination as covered by the contract.

**l. Non-discrimination**

In performing the services subject to this RFQ the contractor 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 contractor 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.

**m. Covenant against Contingent Fees**

The successful contractor 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 contractor for the purpose of securing business. For breach or violation of this warranty the State of Delaware 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.

**n. Contract Documents**

The RFQ, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the

successful contractors shall constitute the contract between the State of Delaware and the contractor. The per-site bid will become part of the contract. 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 with per-site bid, State of Delaware's RFQ, contractor's response to the RFQ, and purchase order. No other documents will be considered. These documents will constitute the entire agreement between the State of Delaware and the contractor.

**o. Applicable Law**

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

In submitting a submission, contractors 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 thereunder by the federal government;
4. a condition that the submission documentation that was 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 contractor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the submission, terminate the contract, or consider the contractor in default.

The selected contractors shall keep themselves 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.

**p. 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 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.

**q. Other General Conditions**

- 1. Photographs** - The contractor may at any time take photographs of the cleanup site for the contractor's use.
- 2. Status Reporting** – On a per-site basis, the selected contractor will be required to submit verbal or written status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final acceptance.
- 3. Regulations** – All equipment and services must meet all applicable local, State and Federal regulations in effect during the per site cleanup work.
- 4. Changes** – No alterations in any terms or conditions will be effective without the written consent of the State of Delaware.
- 5. Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations and per-site bid and award negotiations.

**IV. Required Information for Submission to this RFQ**

**1. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFQ, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Contractors must respond to all mandatory requirements presented in the RFQ. (See Appendix A for a complete list.) Failure to respond to a mandatory requirement may cause the disqualification of your submission. Failure to respond to any request for information within this submission may result in rejection of the submission at the sole discretion of the State.

**2. Minimum Requirements**

See Appendix A for a complete list of all required information and documentation.

### 3. Evaluation Requirements

See Appendix B for a detailed listing. The general topics of the evaluation criteria are:

1. Experience and Reputation
2. Expertise, either for the same or similar scrap tire cleanup projects.
3. Capacity to meet requirements (equipment, financial condition, insurance coverage, site conditions, etc.)
4. Safety program
5. Demonstrated ability (references)
6. Qualified subcontractors, if any.
7. Other criteria necessary for a quality cost-effective project.

## V. RFQ Administrative Information

### A. RFQ Issuance

#### 1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

#### 2. Assistance to Contractors with a Disability

Contractors with a disability may receive accommodation regarding the means of communicating this RFQ or participating in the procurement process. For more information, contact the Designated Contact no later than ten (10) days prior to the deadline for receipt of submissions.

#### 3. RFQ Designated Contact

All requests, questions, or other communications about this RFQ shall be made in writing via e-mail or fax only to the State of Delaware's Designated Contact. To ensure that written requests are received and answered in a timely manner, requests must be received by e-mail or fax. 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 contractor. Contractors should rely only on written statements issued by the RFQ designated contact.

Laurene Eheman  
DNREC-SHWMB  
Scrap Tire Control & Cleanup Program  
89 Kings Highway  
Dover, DE 19901

Fax: 302-739-5060  
laurene.eheman@state.de.us

#### **4. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFQ and the contractors' responses. Contractors shall not contact these consultants or legal counsel on any matter related to the RFQ.

#### **5. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFQ is expressly prohibited without prior consent. Contractors directly contacting State of Delaware employees risk elimination of their submission 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.

#### **6. Organizations Ineligible to Respond to the RFQ**

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

#### **7. Exclusions**

The Qualification Evaluation Team reserves the right to refuse to consider any submission from a contractor 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;

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;
- d. Has violated ethical standards set out in law or regulation; and
- e. 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. General RFQ Submission Information**

### **1. Acknowledgement of Understanding of Terms**

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

### **2. Qualifications**

- a. To be considered, all submissions must be submitted in writing and respond to the items outlined in this RFQ. The State reserves the right to reject any non-responsive or non-conforming submissions. Each submission must be submitted with three paper copies – see Appendix A.
- b. All properly sealed and marked submissions are to be sent to the State of Delaware – see cover page for address - and received no later than **3:00 PM EDT on Tuesday, November 13, 2007**.
- c. Any submission submitted by US Mail should be sent by either certified or registered mail. Qualifications must be received at the above address no later than **3:00 PM EDT on Tuesday, November 13, 2007**. Any submission received after this date and time shall not be considered and shall be returned unopened. The proposing contractor bears the risk of delays in delivery. The contents of any submission shall not be disclosed as to be made available to competing entities during the negotiation process.
- d. Upon receipt of a contractor's submission, each contractor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFQ. The failure or omission to examine any form,

instrument or document shall in no way relieve vendors from any obligation in respect to this RFQ.

### **3. Qualification Modifications**

Any changes, amendments or modifications to a submission must be made in writing, submitted via fax or e-mail and conspicuously labeled as a change, amendment or modification to a previously submitted submission. Changes, amendments or modifications to submissions shall not be accepted or considered after the hour and date specified as the deadline for submission.

### **4. Qualification Costs and Expenses**

The State of Delaware will not pay any costs incurred by any contractor associated with any aspect of responding to this solicitation, including preparation, printing or delivery, attendance at contractor's conference, demonstrations, or negotiation process.

### **5. Late Qualifications**

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

### **6. Qualification Opening**

The State of Delaware will receive submissions until the date and time shown in this RFQ. Qualifications will be opened only in the presence of the State of Delaware personnel. Any unopened submissions will be returned to the contractor.

There will be not be a public opening of submissions but a public log will be kept of the names of all contractor organizations that submitted submissions. The contents of any submission shall not be disclosed to competing contractors prior to the finalization of the Approved Contractors List.

### **7. Non-Conforming Qualifications**

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

### **8. Concise Qualifications**

The State of Delaware discourages overly lengthy and costly submissions. It is the desire that submissions be prepared in a straightforward and concise manner and clearly indicated which information responds to which request.

Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective submission are not desired. The State of Delaware's interest is in the quality and responsiveness of the submission.

#### **9. Realistic Qualifications**

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the submission in the manner and timeframe defined within the submission.

#### **10. Confidentiality of Documents**

All documents submitted as part of the contractor's submission will be deemed confidential during the evaluation process. Contractor submissions will not be available for review by anyone other than the State of Delaware Qualification Evaluation Team or its designated agents. There shall be no disclosure of any contractor's information to a competing contractor prior to the finalization of the Approved Contractors List.

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. Contractor(s) are advised that once a submission is received by the State of Delaware and the Approved Contractors List is finalized, its contents will become public record and nothing contained in the submission will be deemed to be confidential except proprietary information.

Contractor(s) shall not include any information in their submission that is proprietary in nature or that they would not want to be released to the public. Qualifications must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a contractor feels that they cannot submit their response without including proprietary information, they must adhere to the following procedure or their submission may be deemed unresponsive and will not be recommended for selection. Contractor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the contract number. The envelope must contain a letter from the Contractor's legal counsel describing the 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(g), and briefly stating the reasons that each document meets the said definitions.

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

**11. Sub-Contracting**

The contractor selected shall be solely responsible for contractual performance and management of all subcontract relationships. The contract will allow subcontracting assignments; however, contractors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor. The contractor's rights under the contract will be binding on the contractor's successors or assigns.

Use of subcontractors must be clearly explained in the submission, or provided at a later date with the per-site bid, and subcontractors must be identified by name and the requisite information provided as required of the contractor. Any subcontractors must be approved by State of Delaware.

**12. Discrepancies and Omissions**

The contractor is fully responsible for the completeness and accuracy of their submission, and for examining this RFQ and all addenda. Failure to do so will be at the sole risk of the contractor. Should the contractor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFQ, the contractor shall notify the State of Delaware's Designated Contact via fax or e-mail of such findings no later than noon Thursday, November 1, 2007. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective submission and exposure of contractor's submission upon which award could not be made. All unresolved issues should be addressed in the submission.

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 via fax or e-mail no later than noon Thursday, November 1, 2007.

**13. RFQ Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFQ. In the interest of timeliness, all questions should be submitted by fax or e-mail to Laurene Eheman at fax number 302-739-5060 or [laurene.eheman@state.de.us](mailto:laurene.eheman@state.de.us)

All questions that are received by noon on a Thursday (see specific dates below) will be consolidated into a single set of responses and posted on the State's website at [www.awm.delaware.gov](http://www.awm.delaware.gov) by 4:00 p.m. Friday. Those dates are:

**Thursday**

October 18, 2007  
October 25, 2007  
November 1, 2007  
November 8, 2007

**Friday**

October 19, 2007  
October 26, 2007  
November 2, 2007  
November 9, 2007

If there are no requests for clarification, that will be noted on the website. Contractors' names will be removed from questions in the responses released. Questions should be submitted in the following format: Section number, Paragraph number, Page number, Text of passage being questioned, and Question. Deviations from this format will not be accepted.

**14. State's Right to Reject Qualifications**

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

**15. State's Right to Cancel Solicitation**

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

This RFQ does not constitute an offer by the State of Delaware. Contractor's participation in this process may result in the State of Delaware 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 State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**16. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract on a per site basis to two or more contractors on the Approved Contractors List if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**17. Notification of Withdrawal of Qualification**

The contractor may modify or withdraw its submission by written request, provided that both submission and request is received by the State of Delaware prior to the submission due date. Qualifications may be re-submitted in accordance with the submission due date in order to be considered further.

Qualifications become the property of the State of Delaware at the submission deadline. All submissions received are considered final at that time.

**18. Revisions to the RFQ**

If it becomes necessary to revise any part of the RFQ, an addendum will be posted on the State of Delaware's website at [www.awm.delaware.gov](http://www.awm.delaware.gov). The State of Delaware is not bound by any statement related to this RFQ made by any State of Delaware employee, contractor or its agents.

**19. Exceptions to the RFQ**

Any exceptions to the RFQ, or the State of Delaware's terms and conditions, must be prominently noted and included in writing in the submission. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**20. No Press Releases or Public Disclosure**

Contractors may not release any information about this RFQ. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFQ, the resulting contracts, the work performed at each site, or any reference to the State of Delaware with regard to any tire cleanup project or contract performance. Any such news or advertising releases pertaining to this RFQ or resulting contracts with the contractors on the Approved Contractors List shall require the prior express written permission of the State of Delaware.

**21. Selection on Approved Contractors List**

The final selection of contractors for the Approved Contractors List is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful contractor(s), to reject any submission as unsatisfactory or non-responsive, to award multiple contracts, or not to award contracts, as a result of this RFQ.

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

**22. RFQ Award Notifications**

After reviews of the evaluation committee and the report of recommendation, the State of Delaware will make the selections for the Approved Contractor's List. Selection for the Approved Contractors List will be awarded to the contractors whose submissions are most advantageous, taking into consideration the evaluation factors set forth in the RFQ. After the selections are made, the contractors will be notified in writing of their selection status.

## **C. RFQ Submission Evaluation Process**

### **1. Qualification Evaluation Team Composition**

An evaluation team composed of representatives of the State of Delaware will evaluate submissions on the variety of quantitative criteria stated herein.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of contractors. Contractors are to provide in a timely manner any and all additional information that the State of Delaware requests and may deem necessary to make a decision.

### **2. Qualification Evaluation Team**

The Qualification Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which contractors meet the minimum requirements pursuant to selection criteria of the RFQ and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Team shall make a recommendation to the Scrap Tire Control & Cleanup Program personnel, who shall have final authority, subject to the provisions of this RFQ and 29 *Del. C.* § 6982, to award a contract to the successful contractors who are selected for the Approved Contractors List in the best interests of the State of Delaware.

### **3. Qualification Selection Criteria**

The Qualification Evaluation Team shall assign a maximum number of points for each Evaluation Item, see Appendix B, to each of the proposing contractor's submissions. All assignments of points shall be at the sole discretion of the Qualification Evaluation Team and may change before the evaluation begins.

The submissions must contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFQ has been determined by the State of Delaware to be essential for use by the Team in the submission evaluation and award process. Therefore, all instructions contained in this RFQ shall be met in order to qualify as a responsive and responsible contractor and participate in the Qualification Evaluation Team's consideration for selection. Qualifications which do not meet or comply with the instructions of this RFQ 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:

- Reject any and all submissions or portions of submissions received in response to this RFQ or to make no award to contractors for selection on the Approved Contractors List or issue a new RFQ.

- Waive or modify any information, irregularity, or inconsistency in submissions received.
- Request modification to submissions from any or all contractors during the RFQ evaluation submissions.

#### **4. Qualification Clarification**

The Evaluation Team may contact any contractor in order to clarify uncertainties or eliminate confusion concerning the contents of a submission. The contractor's qualification evaluation may be modified as a result of any such clarification request.

#### **5. References**

The Evaluation Team may contact any customer of the contractor, whether or not included in the contractor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit sites where scrap tire cleanups are currently being remediated, or were remediated, or were of the similar type as set forth in the Scope of Work which may or may not include contractor personnel. If the contractor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

#### **6. Oral Presentations**

Selected contractors may be invited, though it is not anticipated, to make oral presentations to the Evaluation Team. The contractor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the RFQ and its components. If a contractor is invited to make an oral presentation and declines, this will not effect their overall evaluation.

All of the contractor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the contractor's responsibility.

## Appendix A

### **List of Information and Documentation Required in the Response/Submission to this RFQ**

1. The information may be provided in the form of a letter with attachments that addresses all the requirements.
2. **Please provide three identical copies and CLEARLY identify which requirement is addressed including any supporting documentation.**
3. Tabbed three-ring binders are acceptable.
4. **Submissions must be in a sealed envelope or box, plainly marked with the submission title, contractor name, and time and date of the submission opening.**

Note: See Appendix C – Glossary - for definitions of terms particular to this RFQ and the Scrap Tire Control & Cleanup Program.

1. The submission must indicate the general size - small or large, or both – of scrap tire pile sites (see Appendix C – Glossary) the applicant is interested in bidding on if they are accepted for the Approved Contractors List. **Note:** Approved contractors will be notified of all sites for which bids are requested, but contractors may choose to bid or not bid at their discretion without being eliminated from future notifications for per site bids.
2. A contractor's submission of qualifications must address all the items.
3. The submission must indicate any exception(s) to these requirements. The State of Delaware reserves the right to deny any and all exceptions taken to the RFQ requirements.
4. Company information:
  - a. Name, physical address, mailing address, telephone number, fax number, the name of the primary contact for this RFQ, and the e-mail address for the primary contact and/or main office.
  - b. Identify the principals who will be, or may be, involved in the scrap tire cleanup projects, their roles, and their experience.
  - c. Whether or not the company and personnel have any necessary permits and licenses to operate the equipment required to perform the cleanup work and haul tires out of state if necessary.
  - d. A copy of Form W-9, Request for Taxpayer Identification Number and Certification (which can be found at [www.irs.gov](http://www.irs.gov)). (See RFQ ¶ III.5.b.iii., page 6)
  - e. A copy of your State of Delaware Business License or initiate the process and provide a copy of the application. (See RFQ ¶ III.5.b.ii., page 6)
  - f. Provide a description of the history of the company and address scrap tire cleanup or similar projects.

5. Available equipment to perform the work. Please list the types of equipment available and what they would be used for. The list should include, but may not be limited to, equipment for:
  - a. Tire retrieval
  - b. Tire processing
  - c. Hauling whole tires or shreds
  - d. Loading whole tires or shreds
  - e. Mobile office (if necessary for the size of the site)
  - f. Generator<sup>1</sup>
  - g. Portable toilet(s)
  - h. Watering or the use of other equipment acceptable to DNREC to control dust plumes, if any, on access and residential roads.
  - i. Equipment to handle water issues such as heavy rain or water that is standing in trenches and pits.
  - j. Scales – specify if you will be using the lawful manager or end-user’s scale or if you will be using your own scale. If you will be using your own, please indicate the certifying state, date it was last certified, and the registration number.
6. Minority and Women Owned Business Enterprise (MBE/WBE) certification, if applicable.
7. Provide at least three (3) references: Company name, address, telephone, contact name; and, project name and location, dates of service, type(s) of service, monetary value of the project, and your company’s role in the project. The same references can qualify for ¶ 8.
8. Provide the same information requested in ¶ 7 for at least two (2) *scrap tire cleanup projects*, or other projects similar to the activities in the Scope of Work, performed in the last twelve (12) months. You may list more than two projects, if applicable. The same references can qualify for ¶ 7 as long as there are three (3) total references.
9. Indicate your experience to, or knowledge and ability to, safely perform the cleanup activities with water at the site either due to heavy rains and/or standing water in trenches or pits.
10. List the name and location of at least three companies or entities that are lawful managers or end-users for scrap tires that your company may utilize. Also, if applicable, please explain how your equipment will be used to generate, or is capable of generating, products that meet the lawful manager’s or end-user’s specifications.
11. Please list the key support personnel and their titles that will be on-site and give an example(s) of how they have experience in making sound decisions when faced with unexpected events at remote locations.

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<sup>1</sup> The contractor must use ULSD fuels (Ultra-Low Sulfur Diesel Fuel) in the grinding equipment, generators, and ancillary equipment or seek an Air Permit from the State of Delaware, Department of Natural Resources and Environmental Control.

12. Provide a description or copy of your safety program that will be in place at a cleanup site, both for personnel and the public that may have access to the site, medical emergencies, and in the event of a tire fire.
13. Provide a description or copy of your safety program for worksite compliance for OSHA regulations.
14. Provide a description or copy of documents proving your financial ability to meet the requirements of the cleanup sites – either small or large as expressed.
15. Proof of insurance as listed in RFQ ¶ III.5.e.3., page 8.
16. If you will be using subcontractors, please list the companies and supply the company information and equipment list as in ¶ 4 and 5. Depending on the type of service they will provide, include the applicable information in the remaining list of items herein. (When a per-site bid is accepted from a contractor on the Approved Contractors List, any subcontractors that will be used on that project that are not identified in this RFQ must provide at that time the information required in this RFQ including proof of insurance, a W-9, and a business license.)

## Appendix B

### Ranking Criteria for Submissions

Point Range: 0 to 5

Maximum Points Possible: 5 for each *applicable* criterion for the size of project indicated.

Minimum Points Required: An *average* of 3 points per *applicable* criteria for the size of project indicated is necessary for selection for the Approved Contractors List. However, a minimum score may not result in a selection for the Approved Contractors List - see RFQ ¶ V.C.3., page 19, and ¶ V.B.14., page 20.

	<b>Item:</b>	<b>Points Awarded</b>
1.	Whether or not exceptions, if any, are acceptable. A “no” rating will disqualify the submission.	(“No” disqualifies)
2.	Attendance at the mandatory meeting.	(“No” disqualifies)
3.	Completeness of information requested in RFQ and documentation requested: copies of a W-9, proofs of insurance, business license or application, and MBE/WBE certificate if applicable. (If incomplete, and after information was requested and not provided by a deadline, a “0” rating will disqualify the submission.)	(“Zero” disqualifies)
4.	Business/professional reference checks indicate excellent service and adherence to contractual terms.	
5.	Resources of equipment to meet the requirements of the cleanup sites – either small or large or both as expressed.	
6.	To determine stability and trustworthiness, history and description of the organization.	
7.	Ability to safely deal with water at the site due to heavy rains during the work or standing water in trenches or pits.	
8.	Safety program: a. A plan for emergency services, both tire fire or medical b. A plan for site safety for workers and any unauthorized persons c. A plan for compliance with OSHA regulations	(All must be addressed)
9.	For contractors that indicate <u>large</u> sites - number and experience of the principals, employees, and work crews <u>for large</u> scrap tire cleanup projects. <sup>2</sup>	

<sup>2</sup> NOTE: If you want to be considered for small and large sites, respond to 9 and 10a OR 9, 10a and 10b.

10a. OR	For contractors that indicate <u>small</u> sites - number and experience of the principals, employees, and work crews <u>for small</u> scrap tire cleanup projects. OR	OR
10b.	For contractors that indicate <u>small</u> sites - number and experience of the principals, employees, and work crews in projects <u>similar to</u> scrap tire remediation.	
11.	On-site and key support personnel with experience in making sound decisions when faced with unexpected events at remote locations.	
12.	Minority and Women Business Enterprise (MBE/WBE) certification. (If not applicable, a submission will not be disqualified.)	
13.	If subcontractors will be used, experience and ability to provide the service required.	
14.	Financial capacity to meet the requirements of the cleanup sites – either small or large or both as expressed.	
15.	Lawful managers and end-users known or the capability to produce a product that meet the end-users' specifications.	
<b>Total Score</b>		

Qualified for Approved Contractors List  Small Projects  Large Projects

Disqualified for Approved Contractors List

## Appendix C

### Glossary

Access Agreement	The Department will obtain permission from the property owner for access to the site. The agreement will detail the owner's and contractor's responsibilities.
Access Roads	Those pathways created on the land to obtain access in and out of the scrap tire pile site.
Affirmative Statement	After a contract is signed, before an Approved Contractor's bid is accepted for a site cleanup, a written statement is required to affirm that nothing has changed in the contract terms (for example, insurance coverage, subcontractors, etc.) or state what has changed. The reason for this is that a significant length of time may have passed from the time the contract was signed until a bid is received for a particular site. DNREC will then have the opportunity to review this information and determine the acceptability of the bid.
Bid	Once on the Approved Contractor List, the contractors will have an opportunity to inspect and bid on each site. The bid must specify the price per ton, when the contractor can begin the job, and how long the contractor estimates the cleanup project will take. The contractor who submits the winning bid will need to affirm the contract items that have not changed or submit documentation for what has changed (such as use of different subcontractors) and the contract may be amended to address any issues for that particular site.
Cleanup or Remediate(d)	Removal of scrap tires from a specific site and total completion of the job.
Contract	The actual agreement between the State of Delaware and the contractor for the scrap tire cleanup work to be done. A contract will be signed after the determination is made for the Approved Contractor List. An Affirmative Statement or Amendment will be required on a per site basis. A Purchase Order must be issued before work can begin.
Contractor	The business that qualifies to be placed on the Approved Contractors List and is eligible to bid for the cleanup work of scrap tire pile sites.
DNREC	Department of Natural Resources and Environmental Control
End-User	See "Lawful Management or End-User".
Large Tire Pile	50,000 or more (Small = less than 50,000)

Lawful Management or End-User	The contractor must demonstrate that the scrap tires were purchased by, or disposed at, an entity that is a buyer for re-use or is permitted/approved to accept them as a waste. Examples would be a landfill (either in-state or out-of-state) that accepts as a waste those tires that are too degraded to shred, a landfill that utilizes shredded tires for use in cells or on roads, a plant that burns tires as an energy source, a company that is permitted/approved to store tire shreds, or a company that makes products out of shredded tires. It is the contractor's responsibility to find a lawful manager or end-user for the scrap tires as part of their per site bidding process and absorb the cost of the tipping fee or buyer's purchase price.
Permitted Hauler	Delaware does not require a permit to transport scrap tires. If a contractor is transporting tires to an out of state lawful manager or end-user, that state may require a permit and the contractor must apply.
Remediate(d)	See "Cleanup".
Qualifications	Those factors that qualify a contractor to perform the work necessary to safely and effectively remediate a scrap tire pile site.
Residential Roadway	Dirt, gravel or paved roadways that are graded and are for use by vehicles to travel to and from private residences either on the property owner's land or neighboring residences.
Safety Barriers	Cones, fences, fluorescent tape, drums or other items that can be used to clearly mark the site so employees, DNREC personnel, and any unauthorized personnel will use caution in the area.
SHWMB	Solid and Hazardous Waste Management Branch
Site	A specific area where scrap tires were disposed and need to be remediated.  7 <u>Del. C.</u> § 6040 (4): "Scrap tire pile" means an accumulation of 100 or more scrap tires, whether or not they are lying one upon another, that: a) has been accumulated or located in the same general vicinity, or accumulated or located on a parcel of real property; and b) is not enclosed by a building.
Small Tire Pile	Less than 50,000 (Large = 50,000 or more)
Submission	The packet of documents in response to this RFQ that express a contractor's interest in performing the work and show why and how the contractor is qualified to be on the Approved Contractor List.