

# **State of Delaware**

## **BRINE MFG. SYSTEM AND TANKS**

### **Invitation to Bid**

**Contract No. DOT1110-BRINEMFG\_SYS**

**AUGUST 8, 2011**

***- Deadline to Respond -  
September 8, 2011  
2:00 P.M. local time***

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**CONTRACT NO. DOT1110-BRINEMFG\_SYS**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for **BRINE MFG. SYSTEM AND TANKS**. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. **DOT1110-BRINEMFG\_SYS**

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS
- 3 TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
  - a. Attachment 1 - No Bid Reply Form
  - b. Attachment 2 - Non-Collusion Statement
  - c. Attachment 3 - Sample Monthly Usage Report
  - d. Attachment 4 - Bid Forms
  - e. Attachment 5 - Office of Minority and Women Business Enterprise Information

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by September 8, 2011, 2:00 p.m. local time

**Bids shall be submitted to:**

**STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION  
800 BAY ROAD  
DOVER, DE 19901**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Contract Administration via e-mail at [dot-ask@state.de.us](mailto:dot-ask@state.de.us) or call 302-760-2031.

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Department of Transportation  
Contract Administration

**CONTRACT ADMINISTRATION**

DEFINITIONS  
AND  
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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**DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE**: The State of Delaware

**AGENCY**: State Agency as noted on cover sheet.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

**BID INVITATION**: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**BIDDER OR VENDOR**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**PROPOSAL**: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SURETY**: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

**BIDDER'S DEPOSIT**: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND**: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

## **SECTION A - GENERAL PROVISIONS**

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

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7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**Delivery Service:**  
STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION  
800 BAY ROAD  
DOVER, DE 19901

**U.S. Mail:**  
STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION  
PO Box 778  
DOVER, DE 19903

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

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12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

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**SECTION B - AWARD AND EXECUTION OF CONTRACT**

1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **CONTRACT AWARD:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.



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6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Transportation, Contract Administration section.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Department of Transportation, Contract Administration of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least 5 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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.

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**SECTION C - GENERAL**

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

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6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BID EVALUATION AND AWARD:**

The Department of Transportation, Contract Administration will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Transportation, Contract Administration in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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**SECTION D - EQUAL OPPORTUNITY**

**1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 7/1/2009

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CONTRACT NO. **DOT1110-BRINEMFG\_SYS**  
**BRINE MFG. SYSTEM AND TANKS**  
**SPECIAL PROVISIONS**

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the **DOT1110-BRINEMFG\_SYS** requirements.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid upon contract execution through September 30, 2013. Each contract may be renewed for three (3) additional one year extensions through negotiation between the contractor and the Department of Transportation, Contract Administration . Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. **PRICES:**

Prices shall remain firm for each term of the contract.

4. **PRICE ADJUSTMENT:**

For the second and each succeeding term, the Department of Transportation, Contract Administration shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

5. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

6. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

7. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

8. **BID BOND REQUIREMENT:**

Bid Bond Waived.

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9. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

10. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
  - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
and
  - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
or
  - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
or
  - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Contract Administrator, [dot-ask@state.de.us](mailto:dot-ask@state.de.us)**  
**Contract No. DOT1110-BRINEMFG\_SYS**  
**State of Delaware**  
**Department Of Transportation**  
**PO Box 778**  
**DOVER, DE 19903**  
**FAX: 302-739-2254**

**Note: The State of Delaware shall not be named as an additional insured**

11. **BASIS OF AWARD:**

The Department of Transportation, Contract Administration shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

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The Department of Transportation, Contract Administration reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

12. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish the Department of Transportation, Contract Administration 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) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

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

13. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

14. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

15. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

16. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

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18. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

19. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. The Department of Transportation, Contract Administration shall evaluate each exception according to the intent of the terms and conditions contained herein, but must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

20. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY** Electronically in Excel format detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific reporting period, shall reply with a "no activity" if there is no activity during the reporting period.

**The report shall be submitted electronically in EXCEL and sent as an attachment to [dot-ask@state.de.us](mailto:dot-ask@state.de.us). It shall contain the six-digit department and organization code.**

21. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

22. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.



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23. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

24. **PAYMENT:**

The agency involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

25. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Department of Transportation, Contract Administration to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

26. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Transportation, Contract Administration . The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

27. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

28. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor 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.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

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29. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

30. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

31. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

32. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least 5 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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.

33. **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 to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

34. **ELECTRONIC CATALOG:**

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

35. **SUBSEQUENT NEEDS**

There is the possibility of subsequent need of same or similar products by eligible covered Agencies during the contract period. Such needs will be communicated to the awarded vendor(s) for quotation with all terms and conditions of the contract being applicable.

**CONTRACT DOT1110-BRINEMFG\_SYS**  
**AUTOMATIC BRINE MANUFACTURING SYSTEM**  
**WITH BULK STORAGE TANK**  
**SPECIFICATIONS**

**FURNISH AND INSTALL:**

The following shall indicate minimum requirements, including all components, accessories and safety features considered standard, and necessary to make a complete operating unit, whether identified herein or not.

**1. GENERAL:**

- 1.1 It is the intent and purpose of this specification to provide for the furnishing and installing of an **Automatic Brine Manufacturing System with Bulk Storage Tank** capable of producing brine in ambient temperatures with no shelter within DelDOT's Maintenance Yards containing bulk road salt storage. To schedule a visual inspection of the facilities to be outfitted with the Automatic Brine Manufacturing Systems with Bulk Storage Tanks contact Mr. George Unkle, Equipment Manager at (302) 760-2407.
- 1.2 Bidder must submit with their bid a complete set of specifications on the unit they propose to furnish. System shall be a new, current year model.
- 1.3 The bidder will provide a unit, which complies with all applicable Federal and State safety regulations including, but not limited to all O.S.H.A. regulations.

**2. AUTOMATIC BRINE MANUFACTURING TANK:**

- 2.1 The tank shall be ribbed on all sides for better mixing and circulation of the salt brine with a minimum capacity of 1500 gallons.
- 2.2 The tank shall be made of UV protected material designed to hold pre-wet liquids with specific weight of up to 16 lbs/gallon.
- 2.3 The tank shall have a stainless steel overflow divider to separate the granular/tap water mixing side of the tank from the mixed brine containment/pumping side of the tank.
- 2.4 The tank shall have an opening in the top to accommodate a minimum 128" wide frontend loader bucket width.
- 2.5 Any tank frame components shall be constructed of hot-dipped galvanized or stainless steel to resist corrosion.
- 2.6 Fresh water on the granular/tap water mixing side of the tank shall be supplied from the bottom of the tank
- 2.7 Vendor is responsible for all plumbing work within the limits of the concrete foundation. Plumbing work to supply fresh water required outside these limits shall be performed by others (not in this contract).

**3. PUMP AND MOTOR ASSEMBLY:**

- 3.1 The pump shall be able to load and unload truck-mounted systems using the master pump.
- 3.2 The pump and motor assembly shall be a two-speed electric motor with a horsepower rating of 1/3 hp for low speed and 2 1/2 hp at high speed close coupled to a non-corrosive glass reinforced thermoplastic pump with minimum capability of 30 GPM flow at low speed and a minimum of 120 GPM flow at high speed.

- 3.3 The pump shall have a 2" inlet port and 1 1/2" outlet port, both with female NPT thread.
- 3.4 The pump shaft shall be stainless steel and a ceramic/carbon shaft seal with stainless steel and neoprene bellows.
- 3.5 The pump impeller shall be molded of glass-reinforced thermoplastic, balanced for optimum performance.
- 3.6 The pump's diffuser shall be bolt-on design with bronze wear ring.
- 3.7 The motor shall be open, drip-proof, continuous duty type rated at 3450 rpm.
- 3.8 The motor bearings shall be sealed, ball-type, permanently lubricated.
- 3.9 The motor shall be capacitor start/capacitor run type with thermal overload protection and automatic reset.
- 3.10 A single pump and motor assembly weather tight housing with UV protection shall be provided. The housing shall be vented for air circulation.

4. **ANTI-PARTICULATE FILTRATION SYSTEM:**

- 4.1 Anti-particulate filters shall be provided to pull out suspended solids from the mixed brine solution prior to entering the pumping station.

5. **BRINE FILLING/UNLOADING HOSES:**

- 5.1 The system shall be equipped with 25 feet of 1" chemical resistant rubber hose with poly valve and camlock quick couple for filling pre-wetting units. The Department's fleet of dump trucks have pre-wet tanks equipped with Banjo 100B female coupling fill ports therefore, the fill hose shall have a Banjo 110F male coupling or approved equal.
- 5.2 The system shall be equipped with 25 feet of 2" chemical resistant rubber hose with poly valve and camlock quick couple for filling anti-icing units. The Department's fleet of dump trucks have anti-icing tanks equipped with Banjo 100B female coupling fill ports therefore, the fill hose shall have a Banjo 110F male coupling or approved equal.
- 5.3 The system shall be equipped with 25 feet of 2" flexible nylon reinforced PVC hose with poly valve and camlock quick couple for unloading to the storage tank.

6. **SYSTEM CLEAN-OUT:**

- 6.1 The system shall allow the clean-out of the brine-mixing tank by emptying out sludge and/or unused salt.

7. **ELECTRICAL SYSTEM/CONTROLS:**

- 7.1 The system control panel shall have a NEMA 4X rating and shall include a main disconnect, magnetic motor starter, "ON" button with indicator light, "STOP" button and green "RUN" light.
- 7.2 A float switch shall control the system when the clean brine side of the tank is full. The system refills and repeats the process until the storage tank is full.
- 7.3 All exterior connections shall be non-metallic flexible conduit with moisture tight connectors.
- 7.4 Vendor is responsible for all electrical work within the limits of the concrete foundation. Electrical work required outside these limits shall be performed by others (not in this contract).

8. **BULK STORAGE TANK:**

- 8.1 The tank shall be a minimum capacity of 5000 gallons and constructed of polyethylene of clear translucent color with UV protection designed to hold pre-wet liquids with specific weight of up to 16 lbs/gallon.
- 8.2 A round 18" O.D. polyethylene threaded access manway shall be provided at the top of the tank with vented screw-down lid.

9. **INSTALLATION:**

- 9.1 The contractor and all others shall perform all work in a manner that shall ensure the least practical obstruction to the traveling public and maintenance yard personnel and shall conform to the requirements of the latest version of the manual entitled "Delaware traffic controls for street and highway construction, maintenance, utility and emergency operations" in effect at the time of advertisement for bids.
- 9.2 The system manufacturer shall provide a factory trained technician to oversee the proper installation of the system.
- 9.3 Installation of tanks shall be in accordance with the tank manufacturer's installation instructions. A copy of the tank manufacturer's installation instructions shall be provided to the Department.
- 9.4 Manufacturer shall have a minimum of three (3) years experience manufacturing similar equipment.
- 9.5 Storage tanks, and all piping, valves, fittings, venting, and other ancillary equipment shall be designed, fabricated, and installed in strict accordance with the following:
  - a. American Society for Testing and Materials (ASTM)
  - b. American Society of Mechanical Engineers (ASME)
  - c. American Welding Society (AWS)
  - d. Federal Specifications (F)
  - e. Manufacturers Standardization Society of the Valve and Fittings Industry (MSS)
  - f. National Fire Protection Association (NFPA)
  - g. American National Standards Institute (ANSI)
  - h. Electrotechnical Laboratory (ETL)
  - i. United States Environmental Protection Agency
  - j. B.O.C.A., National Fire Prevention Code
  - k. Any specific requirements of the State Fire Marshal
  - l. Manufacturer's written instructions
- 9.6 The contractor shall provide all labor, materials, tools and equipment necessary for and incidental to furnishing, constructing, and installing automatic brine manufacturing systems with bulk storage tanks and other items and equipment as detailed and specified herein.
- 9.7 The contractor shall verify the location of the tank system with the District Maintenance Engineer.

10. **TRAINING:**

- 10.1 The automatic brine manufacturing system manufacturer shall provide training for Department maintenance personnel. A total of 1 (one) day of training, per unit, will be available during the twelve month period after the delivery of product to DelDOT. Training will include operation, calibration and trouble-shooting of the systems provided. Locations of the training shall be determined by DelDOT.

11. **SYSTEM DOCUMENTATION:**

- 11.1 System documentation shall be provided to DelDOT. Documentation shall include operation instructions for the automatic brine manufacturing system, installation instructions, troubleshooting information. Documentation shall be provided in CD-ROM format.

12. **MANUALS, TAPES & AS-BUILT DRAWINGS:**

- 12.1 Repair Parts Manuals or CD ROMS shall be provided.

- a. Two (2) Repair Manuals or CD ROM and two (2) sets of as-built drawings (per unit)

13. **FOUNDATION:**

The Contractor shall place a single concrete slab 6" thick with wire reinforcing sufficient to support the automatic brine manufacturing system and bulk storage tank. Slab shall be placed on the existing stone subgrade. Concrete shall come from an approved DelDOT plant and shall have a 28-day compressive strength of 3500 psi. A separate line item is on the bid form.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

BID QUOTATION REPLY SECTION

CONTRACT NO. **DOT1110-BRINEMFG\_SYS**

**BRINE MFG. SYSTEM AND TANKS**

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to the Department of Transportation / Contract Administration by September 8, 2011, 2:00 p.m. local time at which time bids will be opened.

**Bids shall be submitted to:**

**STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION  
800 BAY ROAD  
DOVER, DE 19901**

**PUBLIC BID OPENINGS**

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE BIDDER'S NAME MAY BE READ AT THE BID OPENING**



ATTACHMENT 1

STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION  
800 BAY ROAD  
DOVER, DE 19901

NO BID REPLY FORM

**BID # DOT1110-BRINEMFG\_SYS**

**BID TITLE: BRINE MFG. SYSTEM AND TANKS**

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, 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 Bidder's List by so indicating below, or do not return this form or bona fide bid.

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

\_\_\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_\_ 4. We cannot submit a Bid 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 Bids are requested.

\_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Bidder's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Bidder's List **for these goods or services.**

# ATTACHMENT 2

**CONTRACT NO.:** DOT1110-BRINEMFG\_SYS  
**TITLE:** BRINE MFG. SYSTEM AND TANKS  
**OPENING DATE:** September 8, 2011

## NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder 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 bid submitted this date to the Department of Transportation, Contract Administration .

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid 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, Government Support Services.

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</u>	Yes No	<u>Minority</u>	Yes No	<u>Disadvantaged</u>	Yes No
	<u>Business</u>		<u>Business</u>		<u>Business</u>	
	<u>Enterprise</u>		<u>Enterprise</u>		<u>Enterprise</u>	
	<u>(WBE)</u>		<u>(MBE)</u>		<u>(DBE)</u>	

[The above table is for information 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 FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

# ATTACHMENT 3

## Format of Report

### State of Delaware Sample Monthly Usage Report

State of Delaware									
Monthly Usage Report									
Supplier Name:				Insert Contract No.	Report Start Date:				
Contact Name:			Report End Date:						
Contact Phone:			Today's Date:						
Agency Name or School District	Division or Name of School	Budget Code	<a href="#">UNSPSC</a>	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to [dot-ask@state.de.us](mailto:dot-ask@state.de.us). It shall contain the six-digit department and organization code for each agency and school district.

DOT1110-BRINEMFG\_SYS

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\*\* ALL COLUMNS MUST BE COMPLETED AS INDICATED \*\*

ITEM NO.	APPROX QTY	UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN	AMOUNT
1	8	Automatic Brine Manufacturing System with Bulk Storage Tank  \$ _____ UNIT - EACH	
2	8	Concrete Foundation  \$ _____ UNIT - EACH	
TOTAL BID PRICE \$ _____			
Automatic Brine Manufacturing System Model Name: _____			
Automatic Brine Manufacturing System Model Number: _____			
Availability of spare parts and service will be a factor in acceptance of bid. Location of bidder's parts and service facility nearest specified delivery point for the equipment offered in this section is:  _____			
Equipment proposed and covered by this contract shall be delivered as described in the Delivery Provisions of Special Provisions.  NOTE: Available parts location and repair facility shall be within a 150 mile radius of Dover, Delaware.			

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

ATTACHMENT 5

**OMWBE Certification Application found here:**

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

**State of Delaware**

**Office of Minority and Women Business Enterprise  
Certification Information**



**Complete application and mail, email or fax to:**

Office of Minority and Women Business Enterprise (OMWBE)  
100 Enterprise Place, Suite 4 Dover, DE 19904 Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>