

State of Delaware
Department of Transportation

HIGHWAY VULCANIZED RUBBER

Invitation to Bid
Contract No. DOT1204-VUL_RUBBER

JANUARY 13, 2012

- *Deadline to Respond* -
JANUARY 31, 2012
2:00 P.M. local time

STATE OF DELAWARE
Department of Transportation
Contract Administration

CONTRACT NO. DOT1204-VUL_RUBBER

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for **HIGHWAY VULCANIZED RUBBER**. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. **DOT1204-VUL_RUBBER**

- 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 January 31, 2012, 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 or call 302-760-2031.

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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: Delaware Department of Transportation.

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:**

The bidder's prices **shall be typewritten** on the bid pages provided.

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.

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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:**

Waived

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.

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.

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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:**

Waived

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.

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8. **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.

9. **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.

10. **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.

11. **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 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. DOT1204-VUL_RUBBER
HIGHWAY VULCANIZED RUBBER

SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the **DOT1204-VUL_RUBBER** requirements.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid upon contract execution through February 28, 2013. Each contract may be renewed if agreeable to both parties for up to four (4) additional one year terms through price negotiation between the contractor and the Department of Transportation, Contract Administration. Negotiation should be initiated no later than ninety (90) days prior to the termination of the agreement to allow the Department time to re-advertise this contract if not renewed.

3. **PRICES:**

Prices shall remain firm for each term of the contract.

4. **PRICE ADJUSTMENT:**

For each succeeding term, the Department of Transportation, Contract Administration shall have the option of accepting new pricing offered by the contractor, or allowing the contract to expire.

5. **SHIPPING TERMS:**

F.O.B. destination freight pre-paid, unless otherwise ordered.

6. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature and funds being made available to the Division of Maintenance and Operations for the indicated fiscal year. The purchase order(s) will not be issued prior to the beginning of that fiscal year.

7. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

8. **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.

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- 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
Contract No. DOT1204-VUL_RUBBER
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

9. **BASIS OF AWARD:**

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

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.

10. **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.

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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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

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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. It shall contain the six-digit department and organization code.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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

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Transportation. 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> .

22. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor(s). The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be pre-approved by the agency prior to use.

23. **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.

24. **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.

25. **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 for complete product specifications and updated lists of qualifying products.

26. **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.

27. **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

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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.

28. **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.

29. **CONTRACT USE BY OTHER STATE AGENCIES**

Other state agencies may procure product under this contract so long as the arrangement is agreeable to all parties. (REF: Title 29, Chapter 6914(e) Delaware Code)

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VULCANIZED RUBBER
CONTRACT NO. DOT1204-VUL_RUBBER

By reference, the following specifications are incorporated herein:

Department of Transportation, "Standard Specifications for Road and Bridge Construction, August 2001", as amended on the advertisement date of this contract.

The attached clauses relate in particular to furnishing of material and represent modifications to and/or clarification of the specifications noted above.

In case of conflict, these Special Provisions shall take precedence and shall govern.

BIDDING PROCEDURES. The Department will accept bids on **Contract No. DOT1204-VUL RUBBER** encompassing the following Sections:

- Section A - North and Canal District
- Section B - Central District
- Section C - South District

Bidders may bid on any one or all Sections. However, bidders must bid on all items in whichever Section they bid.

DESCRIPTION OF PROJECT. The contractor is advised that this contract is considered a supply contract. The quantities in the proposal are based on estimated needs.

Notice is hereby provided that the Department may increase or decrease the quantities purchased as deemed necessary or expedient. An increase or decrease in the quantity will not be regarded as grounds for an increase or decrease in the unit prices.

SCOPE. The contractor shall supply materials listed within the contract and other like material approved by the Engineer to the designated delivery location(s).

EXEMPT FROM TAXES. Articles covered by these proposals are exempt of all FEDERAL and STATE taxes. Such taxes shall not be included in prices quoted. Successful bidders(s) will be required to furnish necessary or applicable tax exemption forms with their invoices.

PRICES QUOTED. The prices quoted are that for which the material will be furnished F.O.B. point(s) of delivery as indicated in these provisions and shall include all charges that may be imposed during the life of the contract(s).

DELIVERY PROVISIONS (TIME IS OF THE ESSENCE). Time is of the essence for delivery by the contractor. Delivery must be made within ten (10) state working days after receipt of either written or electronic mail notification. Delivery shall be made during normal business hours of the (Monday - Friday, 7:00am – 3:00pm). If the material is not delivered in the time allotted, or the specified minimum delivery quantity is not met, the Engineer reserves the right to purchase the needed material on the open market to meet their needs. Costs of open market purchases in excess of those, which would have resulted from contract purchases, will be back charged to the contractor. Failure to deliver the full order of material by the delivery deadline constitutes default on the part of the Contractor.

STATE OF DELAWARE
Department of Transportation
Contract Administration

Delivery may be required to any highway maintenance yard listed. The unit price bid for material and delivery shall include all charges for equipment and manpower required to deliver to the designated location(s) within the time period specified.

CANAL DISTRICT

Area 9 - Middletown Yard, 5369 Summit Bridge Rd., Middletown, DE 19709

NORTH DISTRICT

Admin Office - Chapman Road ,39 East Regal Blvd., Newark, DE 19713

CENTRAL DISTRICT

Central Office - 930 Public Safety Boulevard, Dover, DE 19901

Area 6 - Harrington Yard, 129 Jackson Ditch Rd, Harrington, DE 19952

Area 7 - Magnolia Yard, 1235 Briarbush Rd., Magnolia, DE 19962

Area 8 - Cheswold Yard, 4275 Seven Hickories Road, Cheswold, DE 19936

SOUTH DISTRICT

Area 20 - Gravel Hill Yard, 20106 Gravel Road, Georgetown, DE 19947

VERIFICATION OF DELIVERED WEIGHT. The Department may require the delivering vehicle be weighed at a local scale for any delivery location on an occasional basis. Any cost for the scale will be paid by the Department if the weights are comparable to the shipper's tendered weight. The Department shall not give the contractor prior notice of its intent to weigh. This is done to spot-check the accuracy of shipper weights. For deliveries that are weighed, the local scale weight shall be used as the billing weight if the local scale is certified. If incorrect tendered weights are discovered, the Department may require a meeting with the contractor to discuss how the problem will be addressed by the contractor. If the Department is not satisfied with the contractor's response, the Department has the right to cancel the contract as per section B.11 of this agreement.

QUALITY AND SERVICE. Samples of the materials furnished on this contract will be tested by the Materials and Research Section and/or certified analysis shall be furnished by the manufacturer.

Upon award of this contract, the contractor shall promptly notify the Engineer of their proposed sources of materials and make any other related product submissions. This information shall be sent electronically to the Assistant Materials Engineer, Greg Hainsworth (gregory.hainsworth@state.de.us) with a courtesy copy to Tammy Shahan (tammy.shahan@state.de.us).

The Materials and Research Engineer or their representative may take samples from any shipments received for analysis. The results of such tests shall be final and binding upon all parties concerned in these contracts and subject to the conditions contained herein.

Deliveries shall be delivered to the location(s) designated and unloaded as directed by the Engineer.

STATE OF DELAWARE
Department of Transportation
Contract Administration

REJECTION OF MATERIAL. If material specifications are not met, the Engineer has the right to accept the material at a pro-rated payment. The method for determining payment will be based upon the review of the test results and determining the amount of variance of the material in question. Material rejected by the Department that cannot be used due to its specification shall be removed from the Department's property by the contractor immediately. If the rejected material contaminated other material, said material shall also be removed immediately by the contractor. Contractor is liable for all costs incurred by the Department in dealing with the issue, including lost material, freight, lab fees, new procedures to avoid recurrence, etc. The Department has the option to accept an agreed upon settlement it determines is in the best interest of the Department. If the Department is not satisfied with the contractors handling of the rejected material, the Department may declare the contractor in default of the contract, cancelling the contract and jeopardizing the contractors ability to bid contracts with the Department.

REGULATORY CHANGES. It is distinctly understood by and between the parties hereto that in the event any U.S. or state Government code or codes affecting these contracts, now in existence or comes into existence during the lifetime of these contracts and becomes operative, that all said parties herein shall adhere to the regulations contained in said code or codes and the failure to do so shall be a breach of contract by the party failing to comply as above.

PAYMENT. The Contractor shall submit their vendor identification number and shall be required to have established their W-9 with the Division of Accounting prior to contract execution.

Payment for the material will be made upon presentation of triplicate billing certified to the Engineer and acceptance of the material furnished, and mailed as follows:

Department of Transportation
Maintenance & Operations, Canal District
250 Bear-Christiana Road
Bear, DE 19701
Attn. Debbie Cox, (302) 326-4414

Department of Transportation
Maintenance & Operations, North District
9 East Regal Blvd.
Newark, DE 19713
Attn. Heidi Oxley, (302) 894-6305

Department of Transportation
Maintenance & Operations, Central District
930 Public Safety Boulevard
Dover, DE 19901
Attn. Lanie Thornton, (302) 760-2425

Department of Transportation
Maintenance & Operations, South District
P. O. Box 490
Georgetown, DE 19947
Attn. Lisa Rollison, (302) 853-1321

STATE OF DELAWARE
Department of Transportation
Contract Administration

VULCANIZED RUBBER
Contract No. DOT1204-VUL_RUBBER

SPECIFICATIONS

DESCRIPTION. This contract shall be for the supply of vulcanized rubber.

MATERIALS. Materials shall conform to ASTM D5078, Asphalt Rubber, Type 2.

METHOD OF MEASUREMENT. The quantity of material to be paid for shall be the number of units of material conforming with all the requirements, furnished in accordance with these provisions.

BASIS OF PAYMENT. The material will be paid for at the unit prices as contained in the contract, which price and payment shall constitute full compensation for furnishing the materials in accordance with these provisions.

QUANTITY SHEET

Material/ District	Quantity (Lbs) ¹				
	Section A		Section B	Section C	Statewide
	North	Canal	Central	South	Totals
Vulcanized Rubber	1000	24,000	120,000	150,000	295,000

¹See Break Out below for quantity per Section and per Yard.

Break Out per Section (District)

District	Area/Yard	Vulcanized Rubber (Lbs)
Canal	9 (Middletown)	24,000
North	Admin Office	1,000
Central	Admin Office	30,000
	6 (Harrington)	30,000
	7 (Magnolia)	30,000
	8 (Cheswold)	30,000
South	20(Gravel Hill)	150,000

STATE OF DELAWARE
Department of Transportation
Contract Administration

BID QUOTATION REPLY SECTION

CONTRACT NO. **DOT1204-VUL_RUBBER**

HIGHWAY VULCANIZED RUBBER

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 January 31, 2012, 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.

ATTACHMENT 1

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

NO BID REPLY FORM

BID # DOT1204-VUL_RUBBER

BID TITLE: HIGHWAY VULCANIZED RUBBER

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.: DOT1204-VUL_RUBBER
TITLE: HIGHWAY VULCANIZED RUBBER
OPENING DATE: January 31, 2012

BIDDER'S INFORMATION

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

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
 LICENSE NUMBER _____

FEDERAL E.I. NUMBER _____

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

[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 _____

NAME OF AUTHORIZED REPRESENTATIVE
 (Please type or print) _____

SIGNATURE _____ TITLE _____

BID PROPOSAL FORMS

CONTRACT DOT1204-VUL RUBBER
SECTION A

SECTION A (NORTH AND CANAL DISTRICT)

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ALL FIGURES MUST BE TYPEWRITTEN

ITEM NO.	APPROX QTY	UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN	AMOUNT
1	25000	Vulcanized Rubber \$ _____ UNIT LB	
North and Canal District Total Bid Price \$ _____			

BID PROPOSAL FORMS

CONTRACT DOT1204-VUL RUBBER

SECTION B

SECTION B (CENTRAL DISTRICT)

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**** ALL COLUMNS MUST BE COMPLETED AS INDICATED ****
ALL FIGURES MUST BE TYPEWRITTEN

ITEM NO.	APPROX QTY	UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN	AMOUNT
1	120000	Vulcanized Rubber \$ _____ UNIT LB	
Central District - Total Bid Price \$ _____			

BID PROPOSAL FORMS

CONTRACT DOT1204-VUL RUBBER

SECTION C

SECTION C (SOUTH DISTRICT)

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ALL FIGURES MUST BE TYPEWRITTEN

ITEM NO.	APPROX QTY	UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN	AMOUNT
1	150000	Vulcanized Rubber \$ _____ UNIT LB	
South District Total Bid Price \$ _____			

CERTIFICATION

Contract No. DOT1204-VUL RUBBER

The undersigned bidder, _____ whose address is _____ and telephone number is _____ hereby certifies the following:

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each bidder and each person signing on behalf of any bidder, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or Agreement with any other bidder or with any competitor for the purpose of restricting competition.
2. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date								
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

(FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.)

Sealed and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20__).

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

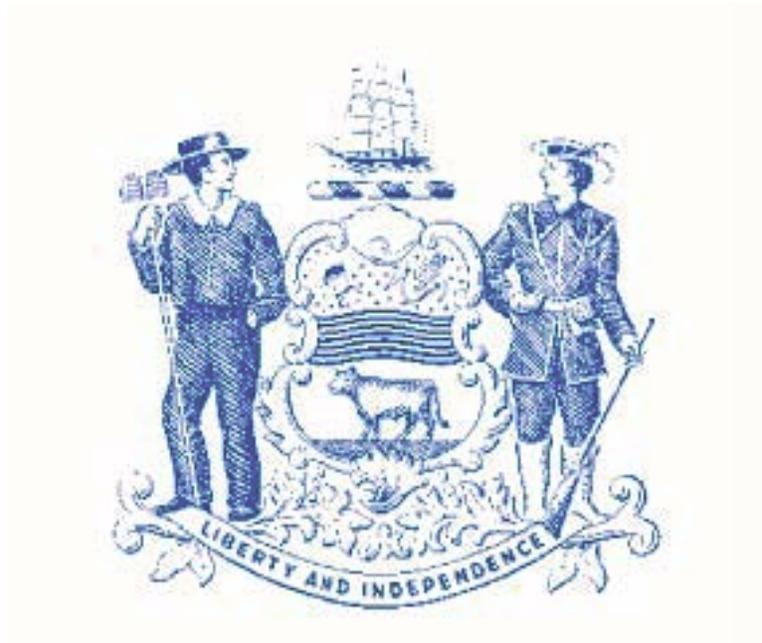
ATTACHMENT 5

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

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

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