



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

## **State of Delaware**

**Motor Oil, Re-refined Motor Oil, Lubricants & Antifreeze**

**Request for Proposal  
Contract No. GSS10009-MOTOR\_OIL**

*August 26, 2010*

**- *Deadline to Respond* -  
*Thursday, September 16, 2010*  
*1:00 pm, local time***

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Date: August 26, 2010

**CONTRACT NO. GSS10009-MOTOR\_OIL**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for **MOTOR OIL, RE-REFINED MOTOR OIL, LUBRICANTS AND ANTIFREEZE**. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO.

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Definitions and General Provisions
- VI. Proposal Reply Section
  - a. No Proposal Reply Form
  - b. Non-Collusion Statement
  - c. Attachment 1 – Reply Checklist
  - d. Attachment 2 – Exceptions
  - e. Attachment 3 – Confidentiality and Proprietary Information
  - f. Attachment 4 – Business References

Appendix A – Scope of Work Details & Technical Specifications

Appendix B – Pricing

Appendix C - Office of Minority and Women Business Enterprise Certification Application

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and the vendor's name by **September 16, 2010 at 1:00 pm (local time)** to be considered.

**Proposals must be mailed to:**

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Procurement Officer at 302-857-4559 or by email at [peter.korolyk@state.de.us](mailto:peter.korolyk@state.de.us) .

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**I. INTRODUCTION:**

**A. PURPOSE:**

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract for the purchase of motor oil, re-refined motor oil, lubricants, diesel exhaust fluid, and antifreeze.

**1. COMPETITIVE SEALED PROPOSAL:**

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

**2. CONTRACT REQUIREMENTS:**

This contract will be issued to identify a vendor(s) and execute a contract to cover the Motor Oil, Re-refined Motor Oil, Lubricant and Antifreeze requirements for all State Agencies, and shall be accessible to any School District, Political Subdivision, Municipality or Volunteer Fire Company.

**3. MANDATORY USE CONTRACT:**

**REF: Title 29, Chapter 6911(d) Delaware Code.** All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

**4. MULTIPLE SOURCE AWARD:**

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

5. **CONTRACT PERIOD:**

Each Vendor's contract shall be valid for a one (1) year period from November 1, 2010 and October 31, 2011. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and the Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**B. KEY RFP DATES/MILESTONES:**

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

<b>Activity</b>	<b>Due Date</b>
RFP Availability to Vendors	August 26, 2010
Written Questions Due by	September 1, 2010 by close of business
Written Answers Posted to Website	No later than, September 8, 2010
Public Proposal Opening	September 16, 2010 at 1:00 pm (local time)

**C. INQUIRIES & QUESTIONS:**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by the close of business September 1, 2010. All questions will be answered in writing by September 8, 2010 and posted on [www.bids.delaware.gov](http://www.bids.delaware.gov) website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

To ensure timely receipt of questions, please forward all questions by email to Peter Korolyk at [peter.korolyk@state.de.us](mailto:peter.korolyk@state.de.us).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**II. SCOPE OF WORK:**

**A. OVERVIEW:**

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract for the purchase of motor oil, re-refined motor oil, lubricants, diesel exhaust fluid, and antifreeze.

The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

**B. GUIDELINES:**

A bidder's proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Bidders submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible bidders who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing bidder during the negotiation process.

**C. DETAILED REQUIREMENTS:**

**The technical requirements of this RFP are stated in Appendix A – Scope of Work Details and Technical Specifications.**

**The pricing spreadsheet of this RFP is referred to as Appendix B - Pricing. The Appendix B is an Excel spreadsheet, and vendors shall provide pricing for the items as listed.**

**Any deviations to the format presented in the RFP materials, including appendices must be noted in Attachment #2 – Exceptions.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**III. FORMAT FOR PROPOSAL:**

**A. INTRODUCTION:**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

**B. PROPOSAL RESPONSE:**

The Request for Proposal shall contain some pre-printed forms for use by the vendor in submitting its proposal. The forms may contain basic information such as description of the item and the estimated quantities and may have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form(s) provided. Any corrections or edits must be initialed by the submitting vendor. Any missing or illegible price, or price correction, or appearance of price alteration without bidder's qualifying initials may cause the bid to be disqualified for that price line item and the group that price line item is part of.

If items are listed with a zero quantity, Vendor 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, if applicable.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

**C. NON-CONFORMING PROPOSALS:**

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

**D. CONCISE PROPOSALS:**

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

**E. COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**F. TABLE OF CONTENTS:**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

**G. DESCRIPTION OF SERVICES AND QUALIFICATIONS:**

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

**H. DISCOUNT:**

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

**I. 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.

**J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS:**

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

**K. BID BOND REQUIREMENT:**

**Bid Bond is Waived.**

**L. NUMBER OF COPIES WITH MAILING OF PROPOSAL:**

Two (2) copies of the Proposal shall be submitted in a sealed package. The sealed package shall be clearly marked with the name of the bidder and labeled **GSS10009-MOTOR\_OIL**, and titled as **MOTOR OIL, RE-REFINED MOTOR OIL, LUBRICANTS AND ANTIFREEZE**. The one (1) paper copy shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor's signature.

In addition to the one (1) paper copy required, the State requires one (1) copy of the vendor's bid saved on CD or DVD electronic media disk. The Appendix B – Pricing spreadsheet **MUST** be saved in an Excel format. Otherwise, an Adobe (pdf) copy, or scan, of any remaining paperwork will be sufficient for the State's requirements.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM, Local Time on September 16, 2010.** The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904**

Any proposal received after the specified date shall not be considered and shall be returned unopened. **The submitting vendor bears the risks of delays in delivery.**

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

**M. WITHDRAWAL OF PROPOSALS:**

A Vendor 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.

**N. PROPOSAL MODIFICATIONS:**

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

**O. LATE PROPOSALS:**

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

**P. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:**

The State reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the bidder to correct a minor irregularity if the best interest of the State will be served by doing so.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Q. ADDENDA TO THE RFP:**

If it becomes necessary to revise any part of this RFP, revisions will be provided in writing as an RFP addendum. Any required addendums will be posted in an electronic format (similar to the RFP) on the State of Delaware's web page. Any and all addendums will be made available to all parties. Any addendums to this RFP will become part of this RFP, and part of any contract awarded.

Interested bidders should regularly check the State of Delaware's bid solicitation web page at the following address: [www.bids.delaware.gov](http://www.bids.delaware.gov). Select the appropriate contract link, in the Contract Title/Description column, to review all documents posted for this RFP bid solicitation, including addenda.

**It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.**

**R. INCURRED EXPENSES:**

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

**S. ECONOMY OF PREPARATION:**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

**T. DISCREPANCIES AND OMISSIONS:**

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

**U. EXCEPTIONS:**

Vendors may elect to take minor exception to the terms and conditions of this RFP by completing Attachment 1. All exceptions must be listed on Attachment 1. Exceptions listed elsewhere in a Vendor's proposal will not be considered. The Office of Management and Budget, Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, Attachment 1 should be completed by indicating "none" on the form.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**V. BUSINESS REFERENCES:**

Vendor must supply at least three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

See Attachment #4 to provide the three (3) business references required.

**W. DOCUMENT(S) EXECUTION:**

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal. The awarded vendor(s) will be presented with the contract form for signature. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services. To complete the execution of the contract, the awarded vendor(s) shall submit their W-9 to the following website: <http://accounting.delaware.gov>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

**X. SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal.

**Y. CONFIDENTIALITY:**

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

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 3 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 3 should be completed by checking the appropriate box found at the top of the attachment.

**Z. ATTACHMENTS:**

- Appendix A – Scope of Work Details & Technical Specifications
- Appendix B – Pricing
- Appendix C – Office of Minority and Women Business Enterprise Certification Application
- Attachment 1 – Proposal Reply Requirements
- Attachment 2 – Exceptions to Specifications
- Attachment 3 – Confidential and Proprietary Information
- Attachment 4 – Business References

**IV. PROPOSAL EVALUATION PROCEDURES:**

**A. GENERAL ADMINISTRATION:**

**1. STATE'S RIGHT TO REJECT PROPOSALS:**

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

**2. STATE'S RIGHT TO CANCEL SOLICITATION:**

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

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

**3. FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call,

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

**4. DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside, the name and address of the Vendor, as well as the contract number designation. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP.

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904**

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

**5. PUBLIC OPENING OF PROPOSALS:**

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

**6. DISQUALIFICATION OF VENDORS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor 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 Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification, if applicable.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**7. 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.

**8. 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.

**B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR:**

Government Support Services shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the State.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
  - a. The offeror's financial, physical, personnel or other resources, including subcontracts;
  - b. The offeror's record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the offeror is qualified legally to contract with the State;
  - e. Whether the offeror supplied all necessary information concerning its responsibility; and

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)
4. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.

**C. PROPOSAL EVALUATION COMMITTEE:**

The Proposal Evaluation Committee (“Committee”) is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926.

**D. REQUIREMENTS OF THE VENDOR:**

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application.

**Attachment #1 – Bid Reply Requirements provides vendors with a summary description of all requirements necessary for a complete response to this RFP.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**E. CRITERIA AND SCORING:**

The State will utilize the following evaluation criteria to make appropriate selections for the Motor Oil contract.

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	<u>Experience and Performance:</u> The demonstrated experience in providing the commodity and service of comparable specifications/scope and value, including, but not limited to, years in business and quality of references provided. Have the resources available to provide and delivery the commodity products without delay to the requesting agencies.		30
2.	<u>Completeness of Proposal</u> This includes the complete submission of the required proposal documents and the ability to offer a full range of products to the requesting agencies.		20
3.	<u>Price</u> (To be evaluated and scored by the Contracting department of Government Support Services).		50
	TOTAL SCORE	100%	100

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

**F. BEST AND FINAL OFFERS:**

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee may issue a request for Best and Final Offers from the vendor(s).

**G. REFERENCES:**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**H. ORAL PRESENTATIONS:**

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

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

**I. RIGHT TO MULTIPLE AWARD CONTRACT:**

The State reserves the right to award the proposed contract to multiple suppliers if the Head of the Agency determines that such an award is in the best interest of the State.

**Additional Guidelines:**

- No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of this agreement (except as described in this RFP or mutually agreed upon in writing)
- There will be no "small order", "minimum order," or "special order" charges or surcharges
- There will be no return fees for inaccuracies or other errors on the part of the supplier
- Any rush delivery that occurs as a result of Supplier's error (e.g., stock-outs, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.
- Write your company name on the label of the CD or DVD media disk submitted.
- **Do not make any changes to the electronic Excel file formats, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored.**
- If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.
- Enter all information directly into the relevant Excel spreadsheet cells in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as "7.90".)
- All prices must be in U.S. Dollars.
- Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no bid".

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**V. DEFINITIONS AND GENERAL PROVISIONS:**

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

**A. 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 "invitation to bid" or "Request for Proposal" 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.

**VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative. Also, referred to as Offeror or Bidder.

**PROPOSAL:** The offer of the Vendor submitted on the approved form and setting forth the Vendor'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 Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted.

**VENDOR'S DEPOSIT:** The security designated in the proposal to be furnished by the Vendor 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 it.

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**OPPORTUNITY BUY:** A special offer from a supplier that is usually associated with a limited time to respond.

**B. GENERAL PROVISIONS:**

1. **INTERPRETATION OF ESTIMATES:**

a. The attention of Vendors is called to the fact that, unless stated otherwise, the quantities given in the RFP 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.

2. **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.

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

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor 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 any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. **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.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

5. **PUBLIC INSPECTION OF PROPOSALS:**

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

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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

6. **LAWS TO BE OBSERVED:**

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor 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.

7. **PERMITS AND LICENSES:**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

- a. The Vendor 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 Vendor 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.

9. **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 Vendor 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.

10. **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 Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

11. **INVOICING:**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

12. **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 Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor 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 Vendor 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 Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor 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.

13. **PRICES:**

Prices and/or rates shall remain firm for the initial one (1) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

14. **MOST FAVORED CUSTOMER:**

The Vendor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered, they must also apply to the subject contract.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

15. **PRICE ADJUSTMENT:**

During the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one-year period, the Office of Management and Budget, Government Support Services shall have the option of offering a determined price adjustment that 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.

16. **SHIPPING TERMS:**

FOB Destination, freight prepaid.

17. **QUANTITIES:**

The attention of Vendors 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 the proposals. Required quantities may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

18. **FUNDING OUT or Non-Appropriation:**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

19. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond is Waived.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

20. **MANDATORY INSURANCE REQUIREMENTS:**

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

- a. As a part of the contract requirements, the Vendor shall 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 Vendors shall carry Comprehensive General Liability and all other coverages listed below.
  1. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

  2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- b. 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.
- c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, Contracting  
Government Support Services  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

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

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

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

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

22. **INDEMNIFICATION:**

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

b. Proprietary Rights Indemnification

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

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

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

23. **NON-PERFORMANCE:**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

24. **VENDOR NON-ENTITLEMENT:**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

25. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See [http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\\_buy\\_flowchart.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf). The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

26. **MANDATORY USAGE REPORTS:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. 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 Vendors.

- A. A report shall be furnished by the successful Vendor **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 thirty (30) days from the date of completion of all contract requirements pertaining to an event. 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, Vendors 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.

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

An example of the Monthly usage report is shown on the following page:

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

State of Delaware  
Monthly Usage Report

State of Delaware Monthly Usage Report												
Supplier Name:				Contract #:				Report Start Date:				
Contact Name:				Contract Name:				Report End Date:				
Contact Phone:								Today's Date:				
Vendor Name	Contract Number	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	Month of Spend
											\$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 [www.vendorusage@state.de.us](http://www.vendorusage@state.de.us). It shall contain the six-digit department and organization code for each agency and school district.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

26. **MANDATORY USAGE REPORTS (continued):**

A secondary goal in administering this contract is to keep accurate records regarding the actual value of services billed to the State by employing sub-contractors (or second tier vendors).

- B. A report shall be furnished by the successful contractor **QUARTERLY**, and submitted **electronically in Excel format** detailing the use of sub-contractors and is the minimum requirement. Additional reporting of sub-contractors that are Minority (MBE), Women's (WBE), Veteran's or Service Disabled Veteran's business enterprises allows the State to be responsive to its constituency and report fiscal spend to specific groups. 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 month, shall reply with a "no activity" if there is no activity during the reporting period.

**The Quarterly Subcontracting or Second Tier report can be viewed on the following page. An original copy of the report will supplied to the awarded contractor(s) within 30 days of receiving a fully executed contract.**

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



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

27. **ORDERING PROCEDURE:**

Successful Vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

28. **BILLING:**

The 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. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

29. **METHOD OF PAYMENT:**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

30. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. 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 all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

31. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term “reasonable”. If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

32. **VENDOR RESPONSIBILITY:**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal.

33. **VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL:**

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

34. **ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period.

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: Environmentally Sensitive Procurement Policy.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

35. **PERSONNEL:**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State.

36. **MINIMUM WAGE RATES:**

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Vendor should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

37. **TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:**

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- a. Termination for Cause If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (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 Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience The Agency may terminate the P.O. 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. Termination for Non-Appropriations In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

38. **TERMINATION OF CONTRACT:**

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services (or the issuing agency – insert agency’s name here).

a. **Termination for Cause** - If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

b. **Termination for Convenience** - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. **Termination for Non-Appropriations** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

39. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

40. **INTEREST OF VENDOR:**

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

41. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

42. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

43. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

44. **TESTING AND INSPECTION:**

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

45. **COVENANT AGAINST CONTINGENT FEES:**

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

46. **GRATUITIES:**

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

47. **AFFIRMATION:**

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

48. **AUDIT ACCESS TO RECORDS:**

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

49. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

50. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the successful vendor and Government Support Services.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

51. **SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

52. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

53. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

54. **ASSIGNMENT:**

This contract shall not be assigned except by express prior written consent from the Agency.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

55. **DRUM DEPOSIT AND CREDITS:**

The awarded vendor shall pick-up all empty drums as they become available, and have been notified. This includes any drums left over from the previous contract vendor(s). Agencies are to inform the vendor(s) of the quantity empty drums that shall be picked up. Unless other arrangements are made with the requesting agency, all drums requested for pick-up shall occur with five (5) business days.

Any deposits levied on returnable drums shall be shown as a separate charge on each invoice. All drum deposits shall be credited to the ordering agency at the full value upon pickup of the empty drums. All returned drums shall remain the property of the successful vendor.

56. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

For additional information regarding the Delaware Emergency Operations Plan, vendors should visit the following website: [http://governor.delaware.gov/orders/exec\\_order\\_13.shtml#TopOfPage](http://governor.delaware.gov/orders/exec_order_13.shtml#TopOfPage)

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**C. AWARD AND EXECUTION OF CONTRACT:**

**1. CONSIDERATION OF PROPOSALS:**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek 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 Vendor 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. AWARD OF CONTRACT:**

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

**4. EXECUTION OF CONTRACT:**

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

**5. WARRANTY:**

The successful Vendor(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.

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

The contract(s) with the successful Vendor(s) will be executed with the Government Support Services acting for all participating governmental entities.

**7. INFORMATION REQUIREMENT:**

The successful Vendor's shall be required to advise and provide the Government Support Services, of the gross costs associated with this contract.

**8. 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 after the term of the full contract has been completed.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**VI. PROPOSAL REPLY SECTION:**

**CONTRACT NO. GSS10009-MOTOR\_OIL  
Motor Oil, Re-refined Motor Oil, Lubricants and Antifreeze**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the vendor name and contract number to the State of Delaware, Government Support Service **by September 16, 2010 by 1:00 pm (local time)** at which time bids will be opened.

**Proposals must be forwarded to:**

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

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

**NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES  
100 ENTERPRISE PLACE, SUITE 4  
DOVER, DE 19904-8202

NO PROPOSAL REPLY FORM

CONTRACT NO.: **GSS10009-MOTOR\_OIL** CONTRACT TITLE: **Motor Oil, Re-refined Motor Oil,  
Lubricants and Antifreeze**

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

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

- 1. We do not wish to participate in the proposal process.
- 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 3. We do not feel we can be competitive.
- 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 6. We do not sell the items/services on which Proposals are requested.
- 7. Other: \_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

NOTE: If you need to update your status on the State of Delaware's vendor subscription service website, please visit the following web page to update your notification status.

<https://diss.state.de.us/DWS/public.diss>

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**CONTRACT NO.:** GSS10009-MOTOR\_OIL  
**TITLE:** Motor Oil, Re-refined Motor Oil, Lubricants and Antifreeze  
**OPENING DATE:** September 16, 2010 at 1:00 pm (local time)

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the State of Delaware, Government Support Services.

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

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, 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 \_\_\_\_\_

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

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

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

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Attachment 1 – Proposal Reply Requirements**

The response should contain at a minimum the following information:

1. Vendor Cover Letter
2. Table of Contents
3. Brief history of the organizations, including accreditation status, if applicable.
4. Applicant's experience, if any, providing similar services.
5. Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
6. Financial information (balance sheets and income statements) for the past three years.
7. Describe the methodology/approach used for this commodity service including a work plan and estimated time line from order to product delivery.
8. Two (2) copies of the bid response paperwork, which will include:
  - One (1) paper copy of bid response package including all attachments, addenda and pricing.
  - One (1) electronic CD or DVD media disk containing a complete representation of the bidder's proposal.
9. Supplier documentation confirming weight, grade, certification, and utility of products offered (i.e. API certification of DEF products).
10. Manufacturer's Affidavit of Re-Refined Content Oil, Lubricating, and High Detergent (for Internal Combustion Engines).
11. One complete, signed and notarized copy of the non-collusion agreement (see preceding page).
12. Attachment 2 – a separate list of exceptions to the RFP or the products requested herein.
13. Attachment 3 – a separate list of confidential and proprietary information.
14. Attachment 4 – a separate list of three (3) business references.

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





STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services  
**Attachment 4 – Business References**

Vendor must supply at least three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include the business name, address, telephone number, fax number, e-mail address, verified current contact person, and the years associated.

Contact Name:		
Contact Title:		
Business Name:		
Address:		
Phone # / Fax #:		
E-mail Address:		
Current Vendor (YES or NO):		
Years Associated:		

Contact Name:		
Contact Title:		
Business Name:		
Address:		
Phone # / Fax #:		
E-mail Address:		
Current Vendor (YES or NO):		
Years Associated:		

Contact Name:		
Contact Title:		
Business Name:		
Address:		
Phone # / Fax #:		
E-mail Address:		
Current Vendor (YES or NO):		
Years Associated:		

**APPENDIX A**

**SCOPE OF WORK DETAILS & TECHNICAL SPECIFICATIONS**

CONTRACT SPECIFIC DEFINITIONS

API Certification – The American Petroleum Institute Engine Oil Licensing and Certification System (APIEOLCS) requires that re-refined oils pass the same cold-start, pumpability, rust-corrosion, engine wear & high temperature viscosity tests as virgin oils, so that consistent performance standards for all engine oils are met. Certifications submitted in response to this RFP must be for the finished product (s) to be provided under the contract.

ASTM Standards – The American Society for Testing and Materials specifies the exact way in which a product is to be tested, including the rule, techniques and conditions which **must** be adhered to in engineering design so that all manufacturers are working with the same procedures and values.

DEF – Diesel Exhaust Fluid is a blended aqueous solution of 32.5% high purity urea and 67.5% deionized water.

ILSAC – The International Lubricant Standardization and Approval Committee, which in 2004 established GF-4 as the minimum performance standard for gasoline-fueled passenger car engine oils.

Recyclability – The ability of a product or material to be recovered from or otherwise diverted from the solid waste stream for the purpose of recycling.

Re-Refined Oil – In the context of this RFP refers to the base oil stock derived from waste oil which has undergone a series of mechanical and chemical processes, including, but not limited to, contaminant removal, dehydration, vacuum distillation and hydro-treating in order to produce a product consistent in properties and quality (see Section J for more details on the requirements of this process).

SAE – The Society of Automotive Engineers works with API and ASTM in developing and maintaining testing and licensing requirements for various oils and lubricants.

Synthetic Blend Motor Oil – In the context of this RFP, synthetic blend motor oil consists of a base minimum 30% synthetic composition with the remainder consisting of mineral oil.

Urea – is a compound of nitrogen that turns to ammonia when heated. It is used in a variety of industries, including as a fertilizer in agriculture.

Virgin – Virgin products are those made with 100% new/raw materials and contain no recycled content.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

OVERVIEW

The specifications cover the grades of refined petroleum oil and lubricants, which will be suitable for use in internal combustion engines, transmissions and grease applications. These products shall not be adulterated with waste lubricants or similar products.

The oils and lubricant products shall be manufactured in accordance with recognized industry and vehicle/engine manufacturers' specifications. The Supplier shall inspect each shipment to ensure that each delivered lot meets the specifications and is not contaminated at the time of delivery. Deliveries of product under this specification shall be subject to quality testing by the State to ensure compliance with the specifications. The Supplier may be asked to provide lab analyses of products at its expense, including at a minimum the following information: viscosity, viscosity index, contents of additive package, and fingerprint chemical analysis. During the term of the contract, Supplier shall notify the purchaser of any changes in product formulation within thirty (30) days of the product reformulation.

All metal drums must be contaminant free, new or A-1 reconditioned drums. Reconditioned drums shall meet the most current Class 1 requirements of Federal Specification PPP-D-732C. All containers and drums shall be filled and sealed at suppliers' refinery. The following information shall be stenciled on each drum unless the vendor as a re-packing agreement. If containers are being filled under a repackaging agreement, a copy of the agreement shall accompany your proposal.

1. API Number and S.A.E. Number
2. The proper specification number, military or otherwise, where applicable.
3. Trade name of material
4. Supplier's name
5. Contents in gallons of oil and contents in pounds of grease

TECHNICAL SPECIFICATION

All items submitted shall be the producer's highest quality. Normal industry-wide manufacturing tolerances will be acceptable. Acceptable manufacturers should have any required licenses with the American Petroleum Institute (API) for current service requirement classifications.

A. HEAVY DUTY MOTOR OIL (Single and Multi-Viscosity)

These oils shall be suitable for the lubrication of heavy-duty diesel engines under all conditions of service including ambient temperatures of 10 degrees Fahrenheit, and shall meet the most current API service requirement classifications, and shall be upgraded to newer API service classifications on the effective dates for the new classifications. All products shall also be backward compatible with previous API service requirement classifications.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

A. HEAVY DUTY MOTOR OIL (Single and Multi-Viscosity) – (Continued)

These heavy-duty motor oils also shall pass diesel engine manufacturers' specifications.

Single Viscosity Grades – 10W, 20W, 30W, 40W, & 50W

	10W	20W	30W	40W	50W
API, CF	X	X			
API CF-4, CF-2, CF, SJ			X	X	
API CF-2, CF, SJ					X
Mack EO-K/2, EO-K		X	X		
Detroit Diesel Series 53, 71, 92			X	X	X
Allison C-4, C-3	X		X		
CAT TO-2	X		X		

Multi-Viscosity Grades –15W40 & 10W30

	15W40	10W30
API, CJ4, CI-4 PLUS, CI-4, CH-4, CG-4, CF-4	X	All except CI-4 PLUS
API SM, SL	X	X
Caterpillar, ECF-2, ECF-3	X	X
Cummings CES 20081	X	
Detroit Diesel, 93K218	X	
Mack, EO-O Premium Plus 07	X	X
Volvo, VDS-4	X	X

A1. RE-REFINED MOTOR OIL (Single and Multi-Viscosity)

Re-refined oils meeting the most current API service requirement classifications for 5W30, 10W30 and 15W40 will be considered as equal to virgin oil base stocks.

Additional considerations for re-refined base oils are noted in Section K of the Scope of Work and Technical Specifications.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

**B. ENGINE OIL**

These oils shall be formulated to meet or exceed severe operating requirements for both on and off highway internal combustion engines fueled with gasoline or alternative fuels. The oils shall meet the most current API service requirements classifications and shall be upgraded to newer API service classifications on the effective dates for the new classifications. All products shall also be backward compatible with previous API service requirement classifications.

These engine oils shall also pass passenger car manufacturers' latest warranty requirements.

These engine oils shall be available in the following grades:

	5W20	5W30	10W30	10W40	20W50
ILSAC GF-4	X	X	X		
API SM	X	X	X	X	X
Energy Conserving	X	X	X		

**B1. RE-REFINED BASE OIL**

Re-refined base oils meeting the most current API service requirement classifications for 5W30, 10W30 and 15W40 will be considered as equal to virgin oil base stocks.

Additional considerations for re-refined base oils are noted in Section K of the Scope of Work and Technical Specifications.

**C. SYNTHETIC BLEND ENGINE OIL**

Similar to the standard motor oil requirements, the synthetic blend oils shall be formulated to meet or exceed severe operating requirements for both on and off highway internal combustion engines fueled with gasoline or alternative fuels. The oils shall meet the most current API service requirements classifications and shall be upgraded to newer API service classifications on the effective dates for the new classifications. All products shall also be backward compatible with previous API service requirement classifications.

The synthetic blend oil must contain a minimum 30% synthetic oil composition.

	5W20	5W30	10W30	10W40	20W50
ILSAC GF-4	X	X	X		
API SM	X	X	X	X	X
Energy Conserving	X	X	X		

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

D. OUTBOARD MOTOR OIL

This motor oil shall be a two-cycle oil, B.I.A.; TC-W-III approved, to be used in a 2 cycle outboard engine.

This oil shall be designed to meet the requirements of all major manufacturers of two cycle outboard engines, including Johnson, Evinrude, Mercury and Chrysler.

E. MULTI-PURPOSE GEAR OIL

This oil shall be supplied in S.A.E. grades 80 W/90 and 85 W/140 and shall meet military specification MIL-PRF-2105E, Mack GO-J, or the API Service Designation GL5 and MT1, including most current revisions, and shall be suitable for use in limited slip differentials.

F. MULTI-PURPOSE GREASE

The grease shall be a homogenous combination of refined mineral oil, lithium and such other constituents as may be necessary to assure the following:

1. Low temperature performance
2. High temperature performance
3. Water washing resistance
4. Oxidation resistance
5. Storage stability
6. Leakage resistance
7. Texture Smooth - Cohesive and Adhesive
8. Mechanically stable (resists change in severe service)
9. Free of any disagreeable odor

The chemical and physical characteristics shall be as specified in the following tables:

<b>TYPE I CHARACTERISTICS (EXTREME PRESSURE)</b>	<b>#2 N. L. G. I.*</b>
Penetration at 77 degrees F	
60 strokes worked – (tenths of mm)	265/295
10,000 strokes worked – (tenths of mm)	+
Unit change	-20
Dropping Point degrees F (min.)	350
Type Soap	Lithium
Soap content percent by weight (typical)	7.0/9.0
Water	Trace
Grease Oxidation, psi drop (max.)	10
Leakage tendency of grease percent lost (max.)	10
Base Oil Viscosity SUS at 100 degrees F	700/1000
*National Lubricating Grease Institute	

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

F. MULTI-PURPOSE GREASE - (Continued)

The grease shall be designed for all season use in grease lubricated components of automotive equipment including chassis bearings, suspension units, steering linkage, wheel bearings, universal joints and water pumps of passenger cars, trucks, buses and other equipment. The grease shall be designed for the lubrication of wheel bearings equipped with disc brakes, including front wheel bearings of front wheel drive cars.

TYPICAL PROPERTIES:

Dropping Point: C (F)	288 (550)
Penetration, D-217	
Unworked	270
Worked 60 Strokes	285
Worked 10,000 Strokes	308
Color, Visual	Cream
Texture	Smooth-Buttery
Rust Prevention, D-1743	Pass (No. 1 Rating)
Wear Test, 4-Ball, D-2266 Ave. Sear diameter: mm	0.32
EP Test, 4-Ball, D-2596 L.W.I.	49.6
Weld Pint: kg	400
Water Washout, D-1264 Loss at 37.8C (100F): %	0.5
Loss at 74.4C (175F): %	1.0
Leakage Tendencies, D-1263 (Mod.) 24 hrs., 121.1C (250F) Total leakage: g	0.5
Oxidation Stability, D-942 Pressure drop: kPa (psi)	
100 hours	0 (0)
200 hours	6.9 (1)
300 hours	6.9 (1)
400 hours	6.9 (1)
500 hours	13.8 (2)
Copper Strip, FTMS 791-5308 24 hrs., 100C (212F) Fafnir Fretting Corrosion Test GM Method 9096-P Weight Loss: mg	No Corrosion    2.5
Ball joint wear test, D-3428 Housing weight loss: mg	7.9
Bring Sensitivity	Pass (no squawk)

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

G. MOLY GREASE

Heavy-duty, multi-purpose lubricants enhance with molybdenum disulfide for applications that demand a long-lasting, tenacious, adhesive film. This superior film provides protection against water, salt brine, rust and corrosive contaminants. Molly Grease is recommended for: Heavy-duty Chassis lubrication, Ball Joints, King pins, Steering Knuckles, Fifth Wheels, Bucket Loader Ball Joints, Open Gears, Racks, Cams, Slides and Ways, Underwater Applications. [NLGI grade 00, 0, 1 or 2, ASTM D217].

H. HYDRAULIC OIL

The hydraulic fluid shall be an oil containing rust and oxidation inhibitors plus an anti-foam agent and an anti-wear additive. Must meet the following manufacturer's specifications: Case Hy-Tran, Tellusis 046, and Donax TD.

TYPICAL PROPERTIES S.A.E.	-10 32AW	+10 46AW	20 68AW
Former Designation	43AW	48AW	54AW
ISO Viscosity Grade	32	46	68
ASTM Viscosity Grade No. (Saybolt)	150	215	315
Gravity: API	31.1	30.3	29.5
Viscosity, Kin.: CST			
40.0 degrees C (100 degrees F)	30.04	42.70	62.9
100.0 (212)	5.26	6.57	8.43
Viscosity SSU			
37.8 degrees C (100 degrees F)	155	220	325
98.9 (210)	43.9	48.2	54.6
Viscosity Index, ASTM D 2270	106	105	104
Interfacial Tension, D 971			
77 F: dyn/cm	31	31	31
Flash, P-M:E	400	405	450
Flash OC:F	425	430	470
Fire OC:F	455	470	500
Pour: F	-25	-25	-20
Color, ASTM d 1500	L0.5	L0.5	L1.0
Carbon Residue, Ramsbottom: %	0.30	0.30	0.36
Rust Preventive Test, ASTM D 665			
Procedure A, 24 hr.	Passes	Passes	Passes
Procedure B, 24 hr.	Passes	Passes	Passes
Neutralization No. ASTM			
D 974 Total Acid No.	0.68	0.68	0.68

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

H. HYDRAULIC OIL: (Continued)

The hydraulic fluid shall be an oil containing rust and oxidation inhibitors plus an anti-foam agent and an anti-wear additive.

Oxidation Test, ASTM D 943 Time Oxidized			
Hr. to 2.0 Acid No.	2000+	2000+	2000+
Emulsion, FTMS 791 3201, 180 degrees F			
Distilled Water: Minutes	40-40-0 (3)	40-40-0 (3)	40-40-0 (3)
Aniline Point ASTM D 611:F	217	220	228

I. AUTOMATIC TRANSMISSION FLUID

TRANSYND

Transynd TES-295, Severe Duty Extended Interval Automatic Transmission fluid exhibits a higher resistance to oxidation and viscosity change than the c-4 specification fluids, while providing superior wear resistance and frictional properties for extended use in severe duty applications, such as city transit buses, refuse packers, tour coaches, and transmissions with Allison retarder options.

TEST	METHOD	REQUIREMENT
Metals Content (ppm)	ASTM D4951	Report: Ba, B, Ca< Mg, P, Si, Na, and Zn
Chlorine Content (ppm)	ASTM D808	Report
Nitrogen Content (ppm)	ASTM D3228	Report
	ASTM D129 or D4951	
Sulfur Content (ppm)	ASTM D664	Report
Total Acid Number	ASTM D2896 or D4739	Report
Total Base Number	ASTM E168	Report (provide IR scan)
Infrared Spectrum		

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

I. AUTOMATIC TRANSMISSION FLUID (Continued)

TRANSYND – (Continued)

TEST	METHOD	REQUIREMENT
Kinematic Viscosity (cSt) (Unused "fresh" fluid)	ASTM D445	-Report KV at 40 C -Report KV at 100 C -7.0 min KV at 100 C
Brookfield Viscosity (cP)	ASTM D2983	-Report BV at -10 C, -20 C, -30C, and -40 C -8700 max at -40 C
	ASTM D92	235 min
Flash Point (C)	ASTM D92	270 min
Fire Point (C)	ASTMD130 (modified) 3 hrs. at 150C	1B
Copper Strip Test	ASTM D665 (Procedure A)	Pass
Corrosion Test	ASTM D1748	No rust or corrosion on any test surface
Rust Protection Test	Sandblasted surface, 40 C, 50 hrs.	
Seals Compatibility Tests	GM6297M (Appendix B)	Pass
	GM6297M (Appendix A)	No foan at 95 C or 135 C
Foam Tests	ASTM D5182	-Failure Load Stage >12 -EOT Gear Weight Loss <0.12 g
Gear Scuffing Wear Test	GM6297M (Appendix E – modified) 600 hrs.	-EOT 40 C KV Change = 12% max -EOT 100 C KV Change = 9% max -EOT -20 C Brookfield Viscosity = 1260 max
Oxidation Test		-EOT TAN change = 3.25 -EOT Pentane Insolubles = 0.04% max -EOT Metals: Fe < 25 ppm, Cu <20 ppm, Pb < 100 ppm

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

I. AUTOMATIC TRANSMISSION FLUID

TRANSYND – (Continued)

TEST	METHOD	REQUIREMENT
Frictional Properties Test Graphic Materials	TES-228 (Section VIII)	-EOT Slip Time <0.63 seconds -EOT Midpoint Dynamic Coefficient >0.112
Frictional Properties Test Paper Materials	TES-228 (Section IX- modified) 30,000 cycles	-EOT Slip Time <0.45 seconds -EOT Midpoint Dynamic Coefficient >0.115
Cycling Validation Tests	TES-303	-EOT Metals: Fe <60 ppm, Cu <10 ppm, Pb < 30 ppm -EOT Viscosity at 100 C > 7.4 eSt min -Viscosity change = 5% max over 550 hour test duration -EOT TAN (Total Acid Number) <0.8 -No sludge or varnish on parts -No reaction plate wear -No bushing corrosion or lead depletion -No shift anomalies or excessive adaptive calibration change -Performance equal to or better than the reference fluid
Ppm – parts per million KV – Kinematic Viscosity	Cp – centi-poise BV – Brookfield Viscosity	eSt- centi-stokes

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

J. UNIVERSAL TRACTOR FLUID

The tractor fluid shall be UTF C-4, used for single multi-functional transmission, hydraulic and wet brake fluid for the new generation of larger tractors plus those already in the field. This fluid is designed for the hydraulic-transmission system of self-propelled implements such as combines, cotton pickers, hay cubers, windrowers, corn pickers, as well as towed types of related equipment and equipment with hydrostatic drives. Must meet the following manufacturer's specifications: Case Hy-Tran, Tellusis 046 and Donax TD. This tractor fluid is to be used wherever the following products are recommended:

Allis Chalmers	Hydraulic Power Fluid 272843 Transmission and Hyd. Fluid 821
John Deere	J20C, J21A, J20A Fluid
Ford Tractor	ESN-M2C 134-D M2C86-A and M2C134-A
International Harvester	B6, HY-TRAN
Massey Ferguson	M-141, M-1110, M-1127, M-1129A, M-1135
Oliver Tractor	TYPE 55
J.I. Case	MS-1206, 1210, JIC-143, JIC-145, JIC-185
Minneapolis-Moline	Hydraulic Fluid
White Farm Equipment	UHTF, TYPE 55
Detroit Diesel Allison Div. C-4 fluid	
Caterpillar	TO-2
Sundstrand Hydrostatic Transmissions	

TYPICAL ANALYSIS:

Viscosity SUS @ 210 degrees F	55.68
Viscosity SUS @ 100 degrees F	285.7
Viscosity Index	150
Flash Point, degrees F	420
Pour Point, degrees F	-25

K. RE-REFINED OIL

Bidders **shall** submit documentation from the re-refiner, which demonstrates that the re-refined motor oil products being PROPOSAL have undergone the following process.

1. Vacuum distillation to remove contaminants such as dirt, water, fuel and used additives from the oil.
2. Hydro-finishing to remove the remaining chemicals and contaminants from the base oil and restore it original condition.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

K. RE-REFINED OIL – (Continued)

3. Blending of the highest quality additives into the base product to fortify and bring the oil to the desired performance standards.
4. Offer only motor oil that is certified by the American Petroleum Institute (API) and meet ILSAC requirements.
5. Submit copies of such API certification, ILSAC compliance and related warranties with Proposal response that clearly indicate the manufacturer and brand name of the finished product(s) being offered.
6. Agree to offer warranties that provide for the full-cost replacement of all equipment that is damaged as a direct result of oil which does not meet the required performance specifications when used appropriately: copies of these warranties **shall** be included with the response.
7. Offer only re-refined motor oil products that contain a minimum of 50% re-refined base stock that meets the standards and specifications designated in this RFP.
8. Offer at a minimum, re-refined oil in grades 5W30, 10W30, and 15W40 that meet automobile/equipment manufacturer's specifications and warranty requirements as follows:
  - Multi-grades 5W30 and 10W30 shall meet the performance and warranty requirements of a broad range of passenger and light truck gasoline engines of major automobile manufacturers and the most current API service requirements classifications.
  - Multi-grade universal 15W40 shall meet the performance and warranty requirements of virtually all diesel and gasoline engine manufacturers, including, but not limited to Caterpillar, Cummins, Detroit Diesel, John Deere, Massey Ferguson and Mack and meet the most current API service requirements classifications.
9. Offer only motor oil products that are formulated using the re-refined base stock specified above and commercial additive packages blended as precise percentage to provide finished products that meet industry standards.
10. Offer motor oil products that are available in cases of 12 quarts and 55 gallon drums.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

**L. ANTIFREEZE – PERMANENT:**

Permanent antifreeze shall meet or exceed all generally accepted specifications for Ethylene Glycol Antifreeze and shall be compatible with other brands of Ethylene Glycol based antifreeze. The antifreeze shall not adversely affect rubber hoses or gaskets and shall not harm automotive finishes.

The ethylene glycol based antifreeze/coolant proposed shall be of an aluminum/all metals formula, and perform equally well in aluminum as well as in conventional cooling systems. The antifreeze/coolant shall meet or exceed the following manufacturers' specifications or the most current revisions thereof:

- 1) Regular Antifreeze:
 

General Motors	GM 1825M
Ford	ESE-M97B44-A
Chrysler	MS 7170
  
- 2) Extended Life:
 

Dexcool	GM6277M
WSSM97B51-A-1	
  
- 3) Diesel Engine – Extended Life:
 

Texaco	ASTMD4985
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COMPOSITION

ASTM D 3306	SPECIFICATIONS	ASTM METHOD
Specific gravity 60/80 degrees F	1.110 - 1.145	D1122
Freezing Point 50% V/V	-34 degrees or lower	D1177
Boiling Point, undiluted	300 degrees F Min.	D1120
Boiling Point, 50% V/V	226 degrees F Min.	D1120
Effect on Automotive finish	No effect	D1882
pH, undiluted	5.5 – 11.0	D1287
pH, 50% V/V	7.5 – 11.0	D1287
Reserve Alkalinity	10 Min.	D1121
Water. wt. %	5 Max.	D1123
Odor	Not Offensive	
Color	Distinctive	
Effect on non-metals	No Adverse effect	
Storage capability	1 year, Min.	
Foaming	150 ml. hgt., Max. 5 sec. Break, Max.	D1881 D1881
Cavitation – Erosion	8 Min.	D2809
Weight Per Gallon, 60 degrees F, 9.4 lbs.		

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

M. ANTIFREEZE - RECYLED

- 1) Made from 100% recycled (re-refined) ethylene glycol and meet the cooling, freeze protection, and the corrosion resistance requirements of gasoline, diesel, propane and natural gas engines with or without aluminum blocks.
- 2) Meet or exceed standards GM 1825-M, Ford ESE-M97B44-A, Chrysler MS 7170 and SAE J1034, as well as the following ASTM standards:

D4340 (Aluminum Corrosion Test)	D1121 (Reserve Alkalinity)
D1177 (Freezing Point Concentrate)	D1881 (Foaming Behavior)
D1120 (Boiling Point Concentrate)	D2570 (Corrosion Inhibitor)
D1122 (Specific Gravity Concentrate)	D1384 (Glassware Corrosion)
D1119 (Ash Content Concentrate)	D2809 (Cavitation and Erosion)
D1287 (pH Value)	

- 3) Offer ready-to-use (diluted) recycled antifreeze that meets or exceeds new (virgin) product specifications.
- 4) Submit certification that the products meet the standards and specifications established in this RFP.
- 5) Submit certification that the recycling method used complies with all current local, state, and federal Regulations and that they are capable of recycling used antifreeze feedstock contaminated with incidental amounts of engine oil, brake fluid, transmission fluid, hydraulic fluid, solvent, gasoline, diesel fuel, heating oil, and/or propylene glycol.

N. DIESEL EXHAUST FLUID (DEF)

In order to meet new more stringent EPA requirements to reduce diesel exhaust emissions, many manufacturers have introduced Selective Catalytic Reduction (SCR), a technology that reduces nitrogen oxides in diesel exhaust emissions to two safer byproducts, nitrogen and water vapor. To be effective, the DEF mixture needs to meet specific performance standard. The standard published by ISO (International Organization for Standardization) is intended to confirm that DEF products used in SCR equipped vehicles meets the exacting standards necessary.

Therefore, any DEF products bid in response to the State contract solicitation will need to be API certified to be considered. API certification confirms that the DEF supplied meet the ISO 22241 compliance standards established. Additionally, lab samples and test data have previously been submitted to API to ensure the specific standard adherence. By selecting this standard, the State does not have to independently judge or review submitted sample tests and reports.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

TECHNICAL SPECIFICATION

All DEF products bid shall be on the API list of approved Diesel Exhaust Fluid brands, and if necessary, provide documentation which confirms adherence to the API certification standards.

DEF is a relatively new product required for State and agency vehicles. Due to the lack of history, there is no reasonable way to determine the quantities that will be used during any given period. At the time of RFP posting, several agencies have expressed needs for DEF including DeIDOT and school districts.

Since DEF requires product specific equipment to pump from the drums and totes, the State requests the awarded vendor supply one (1) hand pump for each ordering location. The awarded vendor may require a refundable deposit to protect against misuse, theft or damage.

O. BULK PRODUCTS:

1) ORDERING PROCEDURE

Ordering for bulk products may be on a “will call” basis or an “automatic delivery” system may be set up. Vendors will not be required to accept orders for product on a “will call” basis if the order is for less than 50% of the capacity of the tank. Automatic deliveries shall be established between the vendor and the ordering agency only after specific information regarding the account has been realized.

2) DELIVERY RESPONSE REQUIREMENT

A. Normal Delivery - All deliveries shall be completed within seven (7) days after receipt of order. If a vendor can respond more quickly to the State or agencies address this improved capability in your response to the bid solicitation.

B. Automatic Delivery – Keeping the tank filled shall be the responsibility of the vendor.

P. SPILLAGE:

All spillages must be corrected on an immediate basis to the satisfaction of the ordering agency. All associated cost including materials and labor shall be borne by the vendor. Damage resulting from a spillage shall be the responsibility of the vendor. The vendor shall immediately notify the below listed office of all spillages:

Division of Air and Waste Management  
24 hour Hotline  
In State Phone No.: 800-662-8802  
In/Out of State Phone No.: (302) 739-5072

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX B - Pricing**

The Appendix B – Pricing is a separate Excel spreadsheet formatted so each vendor can provide prices for products specified within this RFP.

To access the Appendix B – Pricing Spreadsheet, go to the following web page:

<http://bids.delaware.gov/>

In the Contract Title/Description column locate the Motor Oil contract link, and then select. A new web page will open and a link to the Appendix B – Pricing spreadsheet will be shown. Next, select the Appendix B – Pricing link to review all categories the State is trying to source through this contract, and to save a file copy.

If there are any questions about how to retrieve any of the paperwork associated with this contract, please contact Peter Korolyk at 302-857-4559 or by email at [peter.korolyk@state.de.us](mailto:peter.korolyk@state.de.us) .



## Appendix C

# State of Delaware

## Office of Minority and Women Business Enterprise

### Certification Application



#### **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>

## **Important Information Please Read!**

### **Is my firm eligible?**

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
  - b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
  - c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
  - There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)857-4554.
  - If your business is certified by **Delaware Department of Transportation (DelDOT), City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized application. You must also attach a copy of your certification and mail all documents to the OMWBE.
  - Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- **Unless otherwise indicated, copies of documents are sufficient.**
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

<b>Documents to attach to your application</b>	<b>Sole Prop</b>	<b>Part/ LLP</b>	<b>Corp/ S-Corp</b>	<b>LLC</b>	<b>OMWBE Use</b>
Notarized Minority and Women Business Enterprise Affidavit form	Yes	Yes	Yes	Yes	
Copy of any of the following state identification, license, birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	Yes	Yes	Yes	Yes	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	Yes	Yes	Yes	Yes	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		Yes			
Articles of Incorporation with all amendments			Yes		
Minutes of the last annual shareholders meeting			Yes		
By-laws and By-law Amendments			Yes		
Copy of most recent Stock Ledger			Yes		
Copy of Certificate of Organization				Yes	
Copy of Operating Agreement				Yes	
<b>Optional Information – Please read below for advantages of tax document submission*</b>					
Last two years of your firm’s tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	Yes	Yes	Yes	Yes	

\* Submitting tax information provides OMWBE with documentation required to identify the business as a small business. If you would like to be identified as a small minority and women business enterprise please submit tax information. For additional information on small business criteria please visit <http://www.ccr.gov/SizeStandard.aspx> or <http://www.sba.gov/index.html> (most requested items). Please note the categorization of small business may provide additional opportunities.

## Delaware Minority and/or Women Business Enterprise Certification

### Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

### Questions that do not apply to your firm should be marked N/A in the space provided.

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

**Office of Minority and Women  
Business Enterprise  
100 Enterprise Place, Suite 4  
Dover, DE 19904  
Phone: (302) 857-4554  
Fax: (302) 739-3779  
Web site: [www.omwbe.delaware.gov](http://www.omwbe.delaware.gov)**

### Definitions

#### Minority and/or Women Business Enterprise

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

**Minorities** – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

**African (Black) Americans.** All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

**Asian/Pacific Americans.** All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

**Hispanic Americans.** All persons having origins from Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or others Spanish or Portuguese culture or origin, regardless of race.

**Native Americans.** All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

**Subcontinent Asian Americans.** All persons whose ancestors originated in India, Pakistan or Bangladesh.

**Certification** - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

## Definitions

### Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

### Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

## Definitions

**Minority Business Enterprise (MBE)** - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

**Minority & Women Business Enterprise (MWBE)** - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

**Women Business Enterprise (WBE)** - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

### Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

### Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

### Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

## Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. *(Please reference above definitions)*
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with "useful business functions." *(Please reference above definitions)*

**Reasons for denial** *(please note the below may include but not be limited to)*

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.

## How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 857-4554 or visiting the web site [www.omwbe.delaware.gov](http://www.omwbe.delaware.gov)
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

## WHERE TO APPLY:

Submit completed applications to:  
Office of Minority and Women Business  
Enterprise  
100 Enterprise Place, Suite 4  
Dover, DE 19904

## Frequently Asked Questions

For complete list of questions, please review the FAQ web site below  
<http://gss.omb.delaware.gov/omwbe/faqs.shtml>

State of Delaware Minority and/or Women Business Enterprise Application  
*All completed applications must be returned with the appropriate requested documents listed.*

**Please type or print clearly**

OMWBE use only: Application Date:

Mail application to:  
 Office of Women and Minority Business Enterprise  
 100 Enterprise Place, Suite 4  
 Dover, DE 19904

If you have any questions regarding the completion of this application, please contact us at (302) 857-4554

**Note – This section must be filled out in its entirety for the application to be processed.  
 Incomplete applications will not be processed.**

<b>1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(FEIN/SSN)</b>			
Legal Name of Firm:			
Doing Business As (If applicable):			
Federal E.IN or SSN:		E-Mail Address:	
Address line 1:			
Address line 2:			
City		State	Zip Code
Country			
Telephone Number:		Extension:	Fax Number:
Company Web Site Address:			
Corp <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>
LLP** <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Joint Venture <input type="checkbox"/>	
<b>If you are a non profit please discontinue completing the application. You must be a for profit business.</b>			
Date firm was established?			
Date firm began doing business (date of first contract or sale)			

\* Limited Liability Corporation

\*\* Limited Liability Partnership

<b>2. Primary owner applicant information</b>				
Name:		Title:		
Home Address:		City:	State:	Zip Code:
				Country:
Telephone Number:		Extension:	Fax Number:	
E-Mail Address:				
Date owner acquired controlling interest?				
Sex: <input type="checkbox"/> M <input type="checkbox"/> F		Ethnic Group:		
U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes				

<b>3. Firm is applying as: Please select either MBE or WBE based on the primary owner</b>			
<b>Minority Business Enterprise</b>		<b>Women Business Enterprise</b>	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American
<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> Other	<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> White American
		<input type="checkbox"/> Other	

**4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed. Please note the below capabilities narrative will be posted on the OMWBE web site.**

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**5. Six digit North American Industry Classification System (NAICS) Code(s):**  
 (To assist you in determining your NAICS Code(s) go to <http://www.census.gov/eos/www/naics> )  
 This must be completed if you need additional assistance please call OMWBE

1.	2.	3.	4.	5.	6.
<b>Four digit United Nations Standard Products and Services Code® (UNSPSC®)</b> (To assist you in determining your UNSPSC Code(s) go to <a href="http://www.unspsc.org">http://www.unspsc.org</a> )					
1.	2.	3.	4.	5.	6.

<b>6. Type of Business</b>		
<input type="checkbox"/> Building trade	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other
<input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier	
<input type="checkbox"/> Generalized service	<input type="checkbox"/> Highway Construction	
<input type="checkbox"/> Licensed professional services		

**7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.**

Name	Title	Date Appointed	Gender	Ethnicity
<b>Officers of the Company</b>				
<b>Board of Directors</b>				

**8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?**

No  Yes (If yes, identity below)

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**9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one)**  No  Yes

**10. Please list the gross receipts of last two years**

(A) Year Ending:	Gross Receipts:
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(B) Year Ending:	Gross Receipts:
------------------	-----------------

**11. Number of employees**

Full time:

Part time:

Seasonal (approximate):

**12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.**

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			



**16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)?**  No;  Yes (If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).

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**17. Debarment: Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently prohibited from doing business with the State of Delaware (i.e., license revocation or denial)?**  No;  Yes.

**18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.**

No  Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

**19a. Is the business classified as a small business as identified by The regulations specifying size standards and governing their use are set forth in Title 13, Code of Federal Regulations, part 121 (13 CFR part121), Small Business Size Regulations. For more information please visit**

<http://www.ccr.gov/SizeStandard.aspx>

No  Yes

**19b. Is the business registered with the Central Contractor Registration www.ccr.gov (Please provide proof of registration)**

No  Yes

**20. How did you hear about the Office of Minority and Women Business Enterprise:**

<input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization	<input type="checkbox"/> OMWBE staff at a trade show or expo
<input type="checkbox"/> OMWBE's web site	<input type="checkbox"/> Materials published by OMWBE
<input type="checkbox"/> Referred by another organization	<input type="checkbox"/> Referred by the owner of an MBE or WBE
<input type="checkbox"/> Delaware state employee	<input type="checkbox"/> Other, please explain briefly:

## Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

<b>For all companies</b>
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes
Number of government contracts, subcontracts, or sales completed (estimate):
<b>For Construction-Related Companies Only (not including suppliers of construction materials)</b>
What is your company's bonding capacity? \$ _____ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

# State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

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Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority and/or woman status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

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Type or Print Name of Owner

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Signature of Owner

Date

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Title

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_ a.d.

Month, Year

Signed \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE

County of \_\_\_\_\_

State \_\_\_\_\_

My Commission Expires \_\_\_\_\_  
Date

