

# **State of Delaware**

Reformulated Gasoline

## **Invitation to Bid Contract No. GSS11002-GASOLINE**

June 2, 2011

**- *Deadline to Respond* -  
*June 28, 2011*  
*1:00 PM (Local Time)***

**CONTRACT NO. GSS11002-GASOLINE**

**ALL BIDDERS:**

The enclosed packet contains an "INVITATION TO BID" for Reformulated Gasoline. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS11002-GASOLINE

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
  - A – PROPOSAL REPLY REQUIREMENTS
  - B – NO BID REPLY FORM
  - C – NON-COLLUSION STATEMENT AND ACCEPTANCE
  - D – OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by Tuesday, June 28, 2011 at 1:00 PM (Local Time).

**Bids shall be submitted 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 and special provisions section of the invitation. Should you need additional information, please contact Peter Korolyk at [peter.korolyk@state.de.us](mailto:peter.korolyk@state.de.us) or at 302-857-4559.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**GOVERNMENT SUPPORT SERVICES**

DEFINITIONS  
AND  
GENERAL PROVISIONS

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**DEFINITIONS**

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

**STATE**: The State of Delaware

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

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

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

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

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

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

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

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

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

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

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

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

**LOCAL TIME**: Eastern Standard Time/Eastern Daylight Time

## SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

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

3. **INTERPRETATION OF ESTIMATES:**

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

4. **SILENCE OF SPECIFICATIONS:**

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

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

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

6. **PREPARATION OF PROPOSAL:**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

7. **PRICES QUOTED:**

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

All prices shall be quoted in U.S. Dollars.

8. **DISCOUNT:**

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

9. **SAMPLES OR BROCHURES:**

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

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

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

11. **DELIVERY OF PROPOSALS:**

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

**STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services, Contracting Section  
100 Enterprise Place – Suite 4  
Dover, DE 19904-8202**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

12. **WITHDRAWAL OF PROPOSALS:**

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

13. **PUBLIC OPENING OF PROPOSALS:**

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

14. **PUBLIC INSPECTION OF PROPOSALS:**

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

15. **DISQUALIFICATION OF BIDDERS:**

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

1. **CONSIDERATION OF BIDS:**

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

2. **MATERIAL GUARANTY:**

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

3. **CONTRACT AWARD:**

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

4. **EXECUTION OF CONTRACT:**

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

5. **REQUIREMENT OF CONTRACT BOND:**

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

6. **WARRANTY:**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

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

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

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

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

11. **TERMINATION FOR CONVENIENCE:**

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

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**SECTION C - GENERAL**

1. **AUTHORITY OF AGENCY:**

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

2. **LAWS TO BE OBSERVED:**

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

3. **PERMITS AND LICENSES:**

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

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

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

5. **EMERGENCY TERMINATION OF CONTRACT:**

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

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

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

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

8. **BID EVALUATION AND AWARD:**

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

9. **INVOICING:**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**SECTION D - EQUAL OPPORTUNITY**

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

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

CONTRACT NO. GSS11002-GASOLINE  
Reformulated Gasoline  
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to provide the bulk delivery of Reformulated Gasoline for all State Agencies and shall be accessible to any School District, Municipality, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government 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, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for two (2) years from September 1, 2011 through August 31, 2013. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Prices charged to the ordering agency shall be **net** per gallon F.O.B. agency storage tanks.

**Floating Price:**

The prices quoted shall be on a per gallon basis for regular unleaded grade gasoline, as listed under the **OPIS GROSS RFG ETHANOL (10%) PRICES** report. The price shall correspond to the daily **UNBRANDED RACK AVERAGE** (UBD RACK AVG) posting for **Wilmington, DE** as published in the daily Oil Price Information Report (**OPIS**) as of the end of day report.

Added to the daily price shall be the delivery charge (or discount) per gallon. The price charged shall correspond to the agencies' tank size for the county where the tank is located. **The delivery charges shall remain firm for the duration of the contract period.**

The invoiced price shall be based on the date of delivery. In the event that a delivery is late at the fault of the vendor, the ordering agency at its option may request that the invoice reflect the daily index price for the promised delivery date rather than the actual delivery date had the index gone up during that time period.

The quotation response shall reflect the **UBD RACK AVG** posting for regular unleaded grade as published in **OPIS** dated **Tuesday, June 7, 2011**.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**PRICES: ( continued)**

Your invoiced prices **SHALL** be exclusive of all Federal and State taxes, with the exception of the following:

<b><u>Tax Name</u></b>	<b><u>Current Rate</u></b>
Delaware Hazardous Substance Clean-Up Tax	.009
Federal Leaking Underground Storage Tank (LUST) Tax	.001

The Delaware Hazardous Substance Clean-Up Tax shall be billed as a separate line item on all invoices. This tax is on the total dollar amount of the invoice, not on the per gallon price (.009 X amount of invoice).

The Federal LUST Tax shall also be billed as a separate line item on all invoices. This tax is on the per gallon price and not the total dollar amount of the invoice (.001 X per gallon price). There are no exemptions from LUST tax except for exports. *Public Law 109-58; Sec. 1362(b)*.

All prices quoted shall be in U.S. Dollars.

5. **MOST-FAVORED CUSTOMER:**

The contractor 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.

6. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

7. **SHIPPING TERMS:**

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

8. **QUANTITIES:**

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

Government Support Services has provided, within the following Appendix A – Technical Specifications, a list of known contract users, the size of their tank(s), and approximate annual utilization.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

9. **FUNDING OUT:**

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

10. **BID BOND REQUIREMENT:**

The Bid Bond requirement has been waived.

11. **PERFORMANCE BOND REQUIREMENT:**

The Performance Bond requirement has been waived.

12. **MANDATORY INSURANCE REQUIREMENTS:**

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

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Government Support Services**  
**Contract No. GSS11002-GASOLINE**  
**State of Delaware**  
**100 Enterprise Place, Suite 4**  
**Dover, DE 19904-8202**

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

13. **BASIS OF AWARD:**

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

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

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

Prior to receiving an award, the successful vendor shall either furnish Government Support Services 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 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

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

15. **HOLD HARMLESS:**

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

16. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

17. **NON-PERFORMANCE:**

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

18. **FORCE MAJEURE:**

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

19. **CONTRACTOR NON-ENTITLEMENT:**

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

20. **EXCEPTIONS:**

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

21. **MANDATORY USAGE REPORT:**

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**The report 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.**

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2<sup>nd</sup> Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency’s Supplier Diversity Liaison found at [http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe\\_liaisons.xls](http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls) and the OMWBE at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.





STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

22. **BUSINESS REFERENCES:**

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

23. **ORDERING PROCEDURE:**

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

24. **BILLING:**

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

25. **PAYMENT:**

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

26. **PRODUCT SUBSTITUTION:**

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

27. **BID/CONTRACT EXECUTION:**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

28. **CONTRACTOR RESPONSIBILITY:**

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

29. **PERSONNEL:**

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

30. **LIFE CYCLE COSTING:**

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

31. **ENERGY STAR PRODUCTS:**

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

32. **TERMINATION FOR CONVENIENCE:**

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

33. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX A**  
**TECHNICAL SPECIFICATIONS**

**A. DELIVERY REQUIREMENTS/RESTRICTIONS:**

Delivery to eligible state agencies, municipalities, school districts and volunteer fire companies shall be on a "will call" or "automatic delivery" basis according to the following terms and conditions:

1. All orders for the delivery of gasoline shall be made within forty-eight (48) hours of the date and time of the order except for certain exceptions listed below (paragraph 5).
2. The delivery of gasoline to group "A" tanks (5,000 gallons and larger) shall be made on a "Will Call" basis only.
3. The delivery of gasoline to group "B" and "C" tanks shall be a "Will Call" or "Automatic" basis **at the discretion of the ordering agency**. If automatic delivery is selected, the ordering agency shall supply tank size and the rate of consumption so that an automatic delivery interval can be established.

**Contractor(s) who repeatedly allow a tank on Automatic Delivery to run out of fuel shall be liable for all cost incurred for the repair of the tank and associated equipment.**

4. It shall be at the vendor's discretion to accept orders or deliver product to tanks which are more than 25% full. However, this shall not apply to automatic deliveries or shipments, which constitute a full tank truck.
5. The following locations shall require delivery within twenty-four (24) hours after placement of order:

<b>Agency</b>	<b>County</b>	<b>Tank Group</b>	<b>Gasoline</b>
State Police Troop 3, Camden	Kent	A	Regular Unleaded
State Police Troop 5, Bridgeville	Sussex	B	Regular Unleaded

6. Delivery of product to all Department of Transportation facilities in New Castle, Kent and Sussex County shall be made between the hours of 8:00 AM and 3:00 PM, Monday through Friday unless otherwise requested.
7. The contractor shall accept orders for gasoline seven (7) days per week, twenty-four (24) hours per day.
8. Agencies ordering gasoline on a "will call" basis are encouraged to fax a copy of the purchase order to the contractor and confirm a delivery date.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX A**  
**TECHNICAL SPECIFICATION**

A. **DELIVERY REQUIREMENTS/RESTRICTIONS:** (Continued)

All tanks, 5,000 gallon and over shall be filled by the submerged fill method. The contractor shall provide written certification at the time of delivery. Failure to provide the certification may result in the termination of the contract.

B. **EMERGENCY DELIVERY:**

If an agency determines itself to be out of gasoline or in an impending out of gasoline condition, the ordering agency may "**DECLARE AN EMERGENCY**". Under this extreme condition delivery shall be made under the following guidelines:

1. **WILL CALL ACCOUNTS:** Delivery shall be made within eight (8) hours of the "DECLARATION".
2. **AUTOMATIC DELIVERY ACCOUNTS:** Keeping the tank filled shall be the responsibility of the vendor. Any unusual situation that would increase the demand for gasoline consumption must be communicated by the using agency to the vendor so that adjustments can be made. It is required that these accounts shall have the highest priority for service should they be allowed to reach an emergency situation.

Once an agency "**DECLARES AN EMERGENCY**" the following steps shall be followed:

1. Contractor shall confirm with the ordering agency a realistic delivery time. The agency must then determine if that is acceptable. If the projected delivery time is unacceptable then:
2. Contractor may select another distributor who is able to make a timely delivery. The ordering agency must then give permission to the vendor for this alternative. Contracted pricing and invoicing shall be the responsibility of the State's contractor.
3. If another distributor cannot be mutually secured for immediate delivery, then the ordering agency may after it determines that a critical situation exists, place an order on the open market. In that situation the vendor shall pay the consequences as stated in paragraph 17 - "**NON-PERFORMANCE**".

These guidelines are designed to help open communications between the agencies and the vendor. Whatever the cause that places an agency in an emergency situation it is hoped that deliveries would be made with minimal disruption to an agency's operation. These guidelines are not designed to open the door for **SUB-CONTRACTING** deliveries.

**APPENDIX A**  
**TECHNICAL SPECIFICATION**

C. **DELIVERY DOCUMENTS:**

Computerized bills of lading, metered slips from terminal loadings, sealed compartments and/or delivery tickets are acceptable deliveries. Using agency may require sealed compartments. Present delivery documents to the receiving agency PRIOR to unloading, if not metered. Signing of documents will occur after unloading and verification of quantities received. Transport trucks are not metered, therefore stick reading is required for transport deliveries. **The State will pay for gallons received – METERED OR otherwise; no adjustment is made for temperature, etc.**

D. **SPILLAGE:**

All spillages shall be corrected on an immediate basis and to the satisfaction of the ordering agency. All associated costs including materials, labor and any damages resulting from the spillage shall be borne by the contractor. The contractor shall immediately notify the below listed office of all spillages:

Department of Natural Resources and Environmental Control  
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

E. **TANK LOCATIONS:**

A list of tank locations is included at the bottom of the Appendix A. The State has provided the tank size and the approximate annual usage for each location. (Quantities listed are approximate annual volumes based on prior reported history, but are not a guarantee of future use).

Once a contract is executed, other entities that are not currently listed may choose to utilize this contract.

F. **PRODUCT SPECIFICATIONS:**

The Gasoline shall conform to the ASTM Designation D4814 or the most current revision. The gasoline shall have an Anti-Knock Index (AKI) as shown below, and be adjusted for season and locality in accordance with recommendations in ASTM D4814.

**ANTI-KNOCK INDEX =  $(R + M) / 2 = 87.0$  OCTANE** (also referred to as regular unleaded gas)

**In addition, and if applicable, the fuel shall contain an effective Port Fuel Injector Detergent-Dispersant Package and at the concentration being supplied, shall “MAINTAIN” volume flow of fuel through injectors. Contractor shall certify that each delivery contains the “MAINTAIN” level of detergent-dispersant additive. This certification shall accompany each delivery.**

**APPENDIX A**  
**TECHNICAL SPECIFICATION**

**G. PRODUCT QUALITY/TESTING/LIABILITY:**

Gasoline sold to School Districts and all eligible agencies shall be subject to periodic testing, at the agency's discretion, according to ASTM specification D4814 or the most current revision. From time to time the ordering agency shall collect a sample of product from the vendor's tank truck prior to delivery into the facility's storage tank. The sample size shall be sufficiently large to permit multiple product analysis. Samples shall be obtained and stored in a manner, which precludes contamination, by foreign substances.

Periodically, product samples shall be submitted to an independent laboratory for testing according to ASTM specification D4814 or the most current revision. Product shall also be tested if changes in, or problems with the operation of the State's automobiles point to a specific need for confirmation of product quality.

The State will assume the cost of product analysis unless the sample fails to meet specification. In this instance, all costs associated with testing and analysis shall be borne by the contractor. If a product sample fails to meet specifications it shall be the responsibility of the contractor to show compliance with the specification. In every event, Government Support Services shall be the final authority regarding compliance with product specification.

If product fails to meet specification for items including, but not limited to, undissolved water, sediment and suspended matter the contractor shall be liable for product remaining in storage tanks, storage tank and fuel line cleaning and damage to motor vehicles which result from using non-conforming product.

**H. CONTROL OF VOLATILE ORGANIC COMPOUND EMISSIONS:**

All bidders/subcontractors shall be familiar with Delaware Regulation No. 24, Section 26, Gasoline Dispensing Facility Stage I Vapor Recovery, which applies to the subcontractors control of gasoline vapors at a gasoline dispensing facility for any delivery vessel (transport truck) into any stationary storage vessel (underground and above ground storage tanks) where the vapors displaced by the liquid gasoline are retrieved to the delivery vessel and transported back to the refinery for reuse. It is the responsibility of the successful vendor to ensure compliance with this regulation.

**I. REFORMULATED GASOLINE:**

All gasoline delivered in the State of Delaware shall be reformulated. Any gasoline that is not reformulated is in violation of the Federal Clean Air Act, Section 211k.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**NEW CASTLE COUNTY**

AGENCY	TANK SIZES			ESTIMATED ANNUAL USAGE – REGULAR UNLEADED (87 OCTANE)
	GROUP A 5,000 GAL. +	GROUP B 2,000 - 4,999 GAL.	GROUP C < 1,999 GAL.	
Dept. of Safety & Homeland Security State Police - Troop 6 3301 Kirkwood Hwy. Wilmington, DE	<u>10,000</u>			<u>142,000</u>
Dept. of Safety & Homeland Security State Police - Troop 2 100 LaGrange Ave. Newark, DE	<u>12,000</u>			<u>136,500</u>
DeIDOT – North District Chapman Road Location 39 East Regal Blvd. Newark, DE 19702	<u>10,000</u>			<u>48,000</u>
Diamond State Port Corp 1 Hausel Road Wilmington, DE	<u>6,000</u>			<u>32,000</u>
City of Newark Phillips Ave. Maint. Facility 401 Phillips Ave Newark, DE	<u>10,000</u>			<u>96,000</u>
DeIDOT – Canal District 250 Bear-Christiana Rd Bear, DE		<u>4,000</u>		<u>42,000</u>
Delaware Transit Corp 2 Monroe St Wilmington, DE 19801	<u>12,000</u>			<u>390,000</u>
Delaware Transit Corp 1423 S. DuPont Hwy Bear, DE 19720	<u>10,000</u>			<u>468,000</u>
Brandywine School District				<u>18,000</u>
New Castle County Fleet Division 100 Churchmans Road New Castle, DE	<u>(2) 12,000</u>			<u>430,000</u>

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**NEW CASTLE COUNTY**

AGENCY	TANK SIZES			ESTIMATED ANNUAL USAGE – REGULAR UNLEADED (87 OCTANE)
	GROUP A 5,000 GAL. +	GROUP B 2,000 - 4,999 GAL.	GROUP C < 1,999 GAL.	
New Castle County Alapocas Woods Maint. Bldg Alapocas Drive Wilmington, DE			<u>500</u>	<u>1,000</u>
New Castle County Banning Park 102 Middleboro Road Wilmington, DE			<u>500</u>	<u>1,000</u>
New Castle County Iron Hill Park Newark, DE			<u>1,000</u>	<u>1,500</u>
Aetna Hose, Hook & Ladder Co. 401 Ogletown Rd Newark, DE			<u>250</u>	<u>5,000</u>
Delaware Veterans Memorial Cemetery 2465 Chesapeake City Rd. Bear, DE			<u>500</u>	<u>1,000</u>
Delaware Correctional Ctr. 1181 Paddock Road Smyrna, DE		<u>2,000</u>		<u>6,800</u>
DE River and Bay Authority Delaware Memorial Bridge RT. 295 & Rt. 9 New Castle, DE	<u>6,000</u>			<u>70,000</u>
DE River and Bay Authority New Castle Airport 2127 N. Park Drive New Castle, DE			<u>1,000</u>	<u>9,000</u>
Governor Bacon Health Ctr. Delaware City, DE 19706			<u>(2) 500</u>	<u>55,000</u>

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**NEW CASTLE COUNTY**

AGENCY	TANK SIZES			ESTIMATED ANNUAL USAGE – REGULAR UNLEADED (87 OCTANE)
	GROUP A 5,000 GAL. +	GROUP B 2,000 - 4,999 GAL.	GROUP C < 1,999 GAL.	
Dept. of Agriculture Forest Service Blackbird State Forest 502 Blackbird Forest Rd. Smyrna, DE		<u>2,000</u>		<u>3,500</u>
Elsmere Bureau of Police 11 Poplar Avenue Elsmere, DE		<u>2,000</u>		<u>12,000</u>
DNREC-Fish & Wildlife Augustine Wildlife Area Port Penn DE		<u>1,000</u>		<u>4,000</u>
Colonial School District Transportation Services 1617 Matassino Rd. New Castle, DE		<u>4,000</u>		<u>13,000</u>
Colonial School District William Penn High School 713 E. Basin Rd. New Castle, DE			<u>500</u>	<u>750</u>
Colonial School District Gunning Bedford 801 Cox Neck Rd. Delaware City, DE			<u>500</u>	<u>750</u>
Bellevue State Park Maintenance Center 800 Carr Road Wilmington, DE		<u>2,000</u>		<u>2,500</u>
Brandywine Creek Maintenance Center 47 Adams Dam Rd. Montchanin, DE			<u>500</u>	<u>4,000</u>

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**NEW CASTLE COUNTY**

AGENCY	TANK SIZES			ESTIMATED ANNUAL USAGE – REGULAR UNLEADED (87 OCTANE)
	GROUP A 5,000 GAL. +	GROUP B 2,000 - 4,999 GAL.	GROUP C < 1,999 GAL.	
Fort Delaware Maintenance Center Clinton St. Delaware City, DE			<u>1,000</u>	<u>7,500</u>
Lums Pond Maintenance Center Route 71 Bear, DE			<u>1,000</u>	<u>3,000</u>
Wilmington State Park Maintenance Center 1021 West 18 <sup>th</sup> St. Wilmington, DE			<u>1,000</u>	<u>4,400</u>
White Clay Creek Maintenance Center 425 Wedgewood Rd. Newark, DE		<u>2,000</u>		<u>3,500</u>
DSCYF/DMSS DE Youth & Family Ctr. 1825 Faulkland Rd. Wilmington, DE 19805			<u>250</u>	<u>1,000</u>
Port Penn Volunteer Fire Co. 26 West Market Street Port Penn, DE			<u>500</u>	<u>1,000</u>
Emily P. Bissell Hospital  3000 Newport Gap Pike Wilmington, DE			<u>300</u>	<u>450</u>
Delaware Emergency Management Agency (DEMA) 165 Brick Store Landing Road Smyrna, DE			<u>500</u>	<u>5,000</u>

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**KENT COUNTY**

AGENCY	TANK SIZES			ESTIMATED ANNUAL USAGE - UNLEADED (87 OCTANE)
	GROUP A 5,000 GAL. +	GROUP B 2,000-4,999 GAL.	GROUP C 275 – 1,999 GAL.	
Dept. of Safety & Homeland Security State Police Hqs. 1441 N. DuPont Hwy. Dover, DE	<u>12,000</u>			<u>110,000</u>
DE State Police Troop 3 3036 Upper King Rd. Dover, DE	<u>8,000</u>			<u>110,000</u>
City of Dover 710 Williams Street Dover, DE	<u>10,000</u>			<u>125,000</u>
Delaware Transit Corp 900 Public Safety Dover, DE 19901		<u>4,000</u>		<u>468,000</u>
Kent County Parks & Rec. 80 Old Camden Road Camden, DE			<u>275</u>	
DE State Fire School 1461 Chestnut Grove rd. Dover, DE			<u>550</u> <u>1,000</u>	<u>7,000</u> Combined
DNREC-Fish & Wildlife Little Creek Wildlife Shop 3010 Bayside Dr. Little Creek, DE		<u>6,000</u> *		<u>10,000</u>
DNREC-Fish & Wildlife Norman G. Wilder Shop 2995 Fire Tower Rd. Felton, DE			<u>550</u>	<u>6,000</u>
DNREC-Fish & Wildlife McGinnis Pond Shop 645 McGinnis Pond Rd. Felton, DE			<u>550</u>	<u>2,500</u>

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**KENT COUNTY**

AGENCY	TANK SIZES			ESTIMATED ANNUAL USAGE – REGULAR UNLEADED (87 OCTANE)
	GROUP A 5,000 GAL. +	GROUP B 2,000 - 4,999 GAL.	GROUP C < 1,999 GAL.	
Kent County Public Works Waste Water Division 139 Milford Neck Road Milford, DE			<u>1,000</u>	
Killens Pond Maintenance Center 5025 Killens Pond Rd. Felton, DE			<u>1,000</u>	<u>5,000</u>
Lake Forest High School 5407 Killens Pond Rd. Felton, DE			<u>550</u>	
Polytech School District 823 Walnut Shade Rd. Woodside, DE			<u>300</u>	

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**SUSSEX COUNTY**

AGENCY	TANK SIZES			ESTIMATED ANNUAL USAGE – REGULAR UNLEADED (87 OCTANE)
	GROUP A 5,000 GAL. +	GROUP B 2,000 - 4,999 GAL.	GROUP C < 1,999 GAL.	
State Police - Troop 5 16359 Sussex Hwy.  Bridgeville, DE		<u>2,000</u> (emergency tank)		<u>5,000</u>
State Police - Troop 7 1304 Route One Lewes, DE	<u>8,000</u>			<u>100,000</u>
Delaware Transit Corp 545 South Bedford St Georgetown, DE 19947	<u>12,000</u>			<u>364,000</u>
DE Veterans Memorial Cemetery 26669 Patriots Way Millsboro, DE			<u>500</u>	<u>1,000</u>
Dept. of Agriculture Redden State Forest 18074 Redden Forest Drive Georgetown, DE		<u>2,000</u>		<u>5,000</u>
Sussex Correctional Institute - SCI Rt. 113 Georgetown, DE			<u>1,200</u>	<u>7,500</u>
Sussex Tech High School 17099 County Seat Hwy. Georgetown, DE		<u>2,000</u>		<u>7,000</u>
DNREC-Fish & Wildlife Cedar Creek Enforcement Lighthouse Rd. Slaughter Beach, DE			<u>1,000</u>	<u>5,000</u>
Facility Operations (SR) Stokley Center 26351 Patriots Way Georgetown, DE		<u>2,000</u>		<u>6,500</u>
DNREC-Soil & Water Conservation Sussex Conservation District Yard 23818 Shortly Rd. Georgetown, DE			<u>1,000</u>	

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**SUSSEX COUNTY**

AGENCY	TANK SIZES			ESTIMATED ANNUAL USAGE – REGULAR UNLEADED (87 OCTANE)
	GROUP A 5,000 GAL. +	GROUP B 2,000 - 4,999 GAL.	GROUP C < 1,999 GAL.	
Trap Pond Maintenance Center RD 2, Box 331 Laurel, DE			<u>1,000</u>	<u>4,000</u>
Cape Henlopen Maintenance Center 42 Cape Henlopen Dr. Lewes, DE			<u>500</u>	<u>1,400</u>
Delaware Seashore Maintenance Center 850 Inlet Rehoboth, DE		<u>2,000</u>		<u>24,000</u>
University of Delaware Lewes, DE			<u>500</u>	<u>11,000</u>
Del Tech - Owens Campus Georgetown, DE		<u>2,000</u>		<u>5,000</u>
Indian River High School RR# Box 112 Frankford, DE		<u>2,000</u>		
Sussex Central Middle School 302 East State St. Millsboro, DE		<u>2,300</u>		
Indian River Educational Complex 31 Hoosier St Rd 2 Box 156 Selbyville, DE		<u>2,000</u>		
Georgetown Middle School 301 West Market St. Georgetown, DE		<u>2,000</u>		
Cape Henlopen High School 1250 Kings Hwy. Lewes, DE		<u>3,000</u>		

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**SUSSEX COUNTY**

AGENCY	TANK SIZES			ESTIMATED ANNUAL USAGE – REGULAR UNLEADED (87 OCTANE)
	GROUP A 5,000 GAL. +	GROUP B 2,000 - 4,999 GAL.	GROUP C < 1,999 GAL.	
H. O. Brittingham Elementary School Mulberry Street Milton, DE			<u>1,000</u>	
City of Rehoboth Beach #1 Lincoln Street Rehoboth, DE		<u>2,000</u>		

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

BID QUOTATION REPLY SECTION

CONTRACT NO. GSS11002-GASOLINE

Reformulated Gasoline

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Government Support Services by Tuesday, June 28, 2011 at 1:00 PM (Local Time) at which time bids will be opened.

**Bids shall be submitted to:**

**STATE OF DELAWARE  
GOVERNMENT SUPPORT SERVICES  
CONTRACTING SECTION  
100 ENTERPRISE PLACE - SUITE 4  
DOVER, DE 19904-8202**

**PUBLIC BID OPENINGS**

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

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Attachment A – 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 vendor organization, including accreditation status (if applicable).
4. Applicant's experience, if any, providing similar services.
5. Describe the methodology/approach used for this commodity service including a work plan and estimated time line from order to product delivery.
6. Financial information (balance sheets and income statements) for the past three years.
7. Two (2) copies of the **Appendix B** 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.
8. Provide printout (or snapshot) of OPIS price report for June 7<sup>th</sup>, 2011 showing the price quoted in the Appendix B price evaluation. (Wilmington, DE, OPIS GROSS RFG ETHANOL (10%) PRICES report)
9. One complete, signed and notarized copy of the non-collusion agreement (see Attachment C).  
**MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**
10. One complete OMWBE application (see link on Attachment D) – if applicable

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

**Attachment B**

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

NO BID REPLY FORM

**BID # GSS11002-GASOLINE**

**BID TITLE: Reformulated Gasoline**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

\_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.

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

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

\_\_\_\_\_  
SIGNATURE

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

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

**Attachment C**

**CONTRACT NO.:** GSS11002-GASOLINE  
**TITLE:** Reformulated Gasoline  
**OPENING DATE:** Tuesday, June 28, 2011 at 1:00 PM (Local Time)

**NON-COLLUSION STATEMENT**

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

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

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

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

COMPANY NAME \_\_\_\_\_ (Check one)

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

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

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

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

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

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



## State of Delaware

### Office of Minority and Women Business Enterprise Certification Application

The most recent application can be downloaded from the following site:

[http://gss.omb.delaware.gov/omwbe/docs/certapp\\_022510.pdf](http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf)



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

Office of Minority and Women Business Enterprise (OMWBE)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
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>