

State of Delaware

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

Invitation to Bid

Contract No. GSS11009-MOTOR_OIL

September 20, 2011

***- Deadline to Respond -
October 11, 2011
1:00 PM (Local Time)***

CONTRACT NO. GSS11009-MOTOR_OIL

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Motor Oil, Re-refined Motor Oil, Lubricants and Antifreeze. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS11009-MOTOR_OIL

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS (APPENDIX A)
- 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
 - E – SUBCONTRACTOR INFORMATION FORM
 - F – BUSINESS REFERENCES
 - G – ITB EXCEPTIONS
 - H – CONFIDENTIAL INFORMATION FORM

ADDITIONAL MATERIALS (available at www.bids.delaware.gov)
APPENDIX B – PRICING SPREADSHEET

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, October 11, 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 or at 302-857-4559.

S:\11009 ITB

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.

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

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

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

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

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

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

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

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

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

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.

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7. **PRICES QUOTED:**

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

All prices must 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.

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12. WITHDRAWAL OF PROPOSALS:

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

13. PUBLIC OPENING OF PROPOSALS:

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

14. PUBLIC INSPECTION OF PROPOSALS:

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

15. DISQUALIFICATION OF BIDDERS:

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

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

16. ADDENDA TO THE ITB:

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/> . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

Oral explanations or instructions will not be binding.

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SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

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

2. **MATERIAL GUARANTY:**

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

3. **CONTRACT AWARD:**

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

4. **EXECUTION OF CONTRACT:**

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

5. **REQUIREMENT OF CONTRACT BOND:**

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

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.

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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.

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SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

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

2. **LAWS TO BE OBSERVED:**

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

3. **PERMITS AND LICENSES:**

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

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

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

5. **EMERGENCY TERMINATION OF CONTRACT:**

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

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.

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- 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.

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SECTION D - EQUAL OPPORTUNITY

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

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

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

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CONTRACT NO. GSS11009-MOTOR_OIL
MOTOR OIL, RE-REFINED MOTOR OIL, LUBRICANTS AND ANTIFREEZE
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Motor Oil, Re-refined Motor Oil, Lubricants and Antifreeze requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality 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 November 1, 2011 through October 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 shall be adjusted automatically for inflation on a quarterly basis as set forth in the PRICE ADJUSTMENT section below. Commodity prices will otherwise remain firm for the duration of the contract. The materials or commodities supplied through this contract **WILL NOT** be subject to any additional delivery charges or fuel surcharges.

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

5. **PRICE ADJUSTMENT:**

Price adjustments will be calculated as follows:

Quoted prices shall be adjusted on a quarterly basis for the contract term. The first adjustment shall occur no sooner than May 1st 2012 but only after the April 2012 PPI numbers have been released. Future adjustments will occur every three months thereafter. (no sooner than August 1, November 1, and February 1) based on the change in value of the U.S. Department of Labor; Bureau of Labor Statistics; Producer Price Index (series id: PCU324191324191) for lubricating and similar oils.

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The change in this index will be used to increase or decrease prices for the products group specified in the Appendix B. The price adjustment method will be to review the PPI index specified and look for the most recent three month non-preliminary index available. The change in the index rate will then determine the change in prices for the contract quarterly period.

For example: No sooner than May 1st 2012, but after the April PPI data is released, the percentage index will be calculated using non-preliminary reporting. Based on Bureau of Labor Statistics past methodology, once April 2012 data is released, the November, December and January numbers shown will be 'final' and not subject to adjustment.

Reviewing 2010 data the percentage increase/decrease for November 2010 through January 2011 would be as follows: January 2011 (390.8) – October 2010 (373.3) divided by October 2010 (373.3) = 4.68% increase. (October 2010 is month 0 and the baseline for comparison).

The website for the Producer Price Index is <http://data.bls.gov/cgi-bin/srgate> .

The PPI price adjustments will be for commodities listed. There will be no PPI price adjustment for drums or equipment deposit, rental or 'other' services that may be provided under this contract.

6. **SHIPPING TERMS:**

All product shall be F.O.B. destination; freight pre-paid.

No other additional costs, delivery charges or fuel surcharges shall be added to invoices for the products bid under this contract.

7. **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.

8. **FUNDING OUT:**

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

9. **BID BOND REQUIREMENT:**

The Bid Bond requirement has been waived.

10. **PERFORMANCE BOND REQUIREMENT:**

The Performance Bond requirement has been waived.

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11. **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.

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

Administrator, Government Support Services
Contract No. GSS11009-MOTOR_OIL
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.

12. **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.

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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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **FORCE MAJEURE:**

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

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18. **CONTRACTOR NON-ENTITLEMENT:**

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

19. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. All exceptions, if any, shall be noted on the appropriate Attachment provided in this document. 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.

20. **MANDATORY USAGE REPORT:**

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

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

The report shall be submitted electronically in EXCEL and sent as an attachment to 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 2nd Tier report is found below, immediately following the Monthly Vendor Usage Report.

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2nd tier reports (shown below) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and the OMWBE at vendorusage@state.de.us on the 15th (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
Monthly Usage Report

State of Delaware									
Monthly Usage Report									
Supplier Name:				GSS11009- MOTOR_OIL	Report Start Date:				
Contact Name:			Report End Date:						
Contact Phone:					Today's Date:				
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code for each agency and school district.

State of Delaware

Subcontracting (2nd tier) Quarterly Report

Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required		Requested detail								
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid

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

21. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person. The Attachment to supply business references is enclosed within the body of the ITB. **DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS BUSINESS REFERENCES.**

22. **ORDERING PROCEDURE:**

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

23. **BILLING:**

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

24. **PAYMENT:**

The 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.

25. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by 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.

26. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, 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> .

27. **CONTRACTOR RESPONSIBILITY:**

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

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

28. **PERSONNEL:**

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

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 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.

35. **SUBCONTRACTS:**

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment E) 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.

36. **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.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

37. **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 Committee 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 H 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.

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

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

38. **DOC SECURITY REQUIREMENTS & PROCEDURES:**

1. **REQUIREMENTS:**

The correctional facility has issued regulations to be observed by all contractors, their subcontractors (if any) and employees and other firms providing services for or otherwise assigned to or working on the project in order to minimize disruption to prison operations, maintain security and facilitate the construction process. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

2. **WORKING AT A DEPARTMENT OF CORRECTION FACILITY:**

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the prime contractor shall submit a list of all proposed workers who will be working on the site to the DOC including name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any) and any vendors requiring access to the secure perimeter of the facility.
- b. Workmen will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. A list of tools must be supplied with each truck. Inventory shall be taken by the contractor at the beginning and end of each workday. Correctional Officers reserve the right to inspect and inventory all toolboxes, workmen and trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
- e. Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required to inspect the vehicles.
- f. Proper construction clothing is required. Short pants are not permitted.
- g. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of previous projects at a Department of Correction site, it takes between one half hour to one hour to enter or leave the facility.
- h. Contractor is advised that only limited movement will be permitted while inside the compound.
- i. Contractors are requested to notify the Director of Custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- j. Completion of a Security Clearance Application will be required for all personnel (see next page for Security Clearance Application form).

**DELAWARE DEPARTMENT OF CORRECTION
BUREAU OF PRISONS
SECURITY CLEARANCE APPLICATION
PLEASE PRINT CLEARLY**

NAME: _____
(LAST) (FIRST) (MIDDLE)

LIST ALL OTHER NAMES YOU HAVE USED INCLUDING MAIDEN, NICKNAMES, RELIGIOUS NAMES:

DOB: _____ PLACE OF BIRTH: _____ SSN #: _____

SEX: MALE FEMALE RACE: WHITE BLACK OTHER LICENSE #/STATE: _____

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

DO YOU HAVE A CRIMINAL CONVICTION AND/OR ARREST ANYWHERE: YES NO IF YES, FILL OUT BELOW.

CITY/STATE OFFENSE OCCURRED: _____ DATE: _____

COUNTRY (IF OTHER THAN USA): _____

OFFENSE: _____ SENTENCE: _____

ARE YOU PRESENTLY UNDER DEPT OF CORRECTION SUPERVISION: YES NO IF YES, WHAT:

DO YOU HAVE A CRIMINAL ARREST OR CONVICTION, TO INCLUDE ANY CHARGES THAT WERE DISMISSED, NOLLE PROSSED, OR PARDONED? YES NO IF YES, WHAT: _____

ARE YOU RELATED IN ANYWAY TO ANYONE INCARCERATED IN A DELAWARE INSTITUTION? : YES NO

IF YES, NAME OF INMATE AND YOUR RELATIONSHIP TO THEM: _____

REASON FOR CLEARANCE: _____ DATE OF ACTIVITY: _____

PLEASE READ AND SIGN:

I understand that my criminal record information will be verified by prison authorities. I also understand that my application may be rejected for any reason.

SIGNATURE: _____ DATE: _____

The following is the result of DELJIS and NCIC records check:

DELAWARE WANTS/WARRANTS: _____ DELAWARE CRIMINAL HISTORY: _____

NCIC WANTS/WARRANTS: _____ NCIC CRIMINAL HISTORY: _____

DELJIS/NCIC INVESTIGATOR: _____

SIGNATURE: _____ DATE: _____

The above person is APPROVED NOT APPROVED to enter the institution on a one time only basis.

Signature: _____ Date: _____

3. **CONTRABAND/TOOL CONTROL:**

- a. Title 11, Section 1256 of the Delaware Code specifies that “a person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”
- b. No one may introduce into or possess on the grounds of any institution of any of the following that are considered to be contraband except as noted:
 - 1. Any intoxicating beverage.
 - 2. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant, or drug except as authorized or approved by an institution affiliated physician.
 - 3. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.
 - 4. Any instrument that may be used as an aid in attempting an escape.
 - 5. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
 - 6. Any article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.
- c. In addition to above, no inmate may possess:
 - 1. Tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
 - 2. Money.
- d. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or relating equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.

3. **CONTRABAND/TOOL CONTROL (Continued):**

- e. Classification of Tools: It is difficult to classify every specific tool. However, the classification tools can be determined according to the following categories.
 - 1. Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:
 - a. Diamond-point drills
 - b. Ice picks
 - c. Hones and sharpening stock
 - d. Metal cutters, blades
 - e. Bolt cutters
 - f. Cleaners
 - g. Cutting torches
 - h. Electric drills, portable
 - i. Electric bench and portable grinders
 - j. Files
 - k. Gear pullers
 - l. Diamond point and regular hacksaw blades
- f. Lost or stolen tools must be reported to security of the Department of Correction.
- g. Broken saw blades must be removed from the property (not left or discarded on site).

4. **GENERAL REQUIREMENTS:**

- a. All tools will be accounted for by the worker and escorting officer upon completion of daily work.
- b. Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
- c. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- d. It is essential that construction operation and debris removal be conducted in a manner to assure that materials that may be used as weapons do not fall into the hands of inmates.
- e. Anything of unusual nature as loss of a key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- f. In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered.
- g. Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.

4. **GENERAL REQUIREMENTS (Continued):**

- h. Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.
- i. Inmates are not permitted to franchise with the public or contractors.

5. **SPECIAL REQUIREMENTS:**

- a. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- b. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- c. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- d. Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

6. **SITE SECURITY:**

The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):

a. Photo Identification Card

- 1. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
 - a. Name;
 - b. Date of Birth;
 - c. Social Security Number; and
 - d. Address.
- 2. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collected at the end of the day and returned to the Main Gate.

b. Assigning Men to the Site

- 1. Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon, on the previous work day before sending men to the project site so an officer can be assigned to accompany all his personnel.

c. Tools and Materials

6. **SITE SECURITY (Continued):**

1. No tools or materials shall be left unguarded at any time, and tools shall be removed from the working areas at the end of each working day or at anytime the workmen and assigned officer leave the area.

d. Prison Records

1. Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and either provide or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.

e. Workmen Lunch Area/Searches

1. Workmen are expected to stay in their respective working areas during their lunch period unless leaving the grounds is permitted.
2. All workmen are expected to submit to a search of themselves, toolboxes, lunch containers, and vehicles at any time if the search is deemed necessary.

f. Prohibited Items

1. The following items are prohibited from being brought onto the prison grounds and construction site:
 - a. Alcoholic beverages and drugs
 - b. Explosive and firearms
 - d. Tobacco products

g. Working Dress and Workmen

1. Workmen will maintain proper attire while working at the institution.

- h. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
- i. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
- j. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
- k. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas hallways, center areas, etc. Affectionate or intimate behavior between official visitors and inmates is prohibited.

6. **SITE SECURITY (Continued):**

- l. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
- m. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- n. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
- o. The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly prohibited.
- p. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
- q. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- r. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that the contractor communicate this confidentially to the Maintenance Superintendent.
- s. Tools and Equipment Safety
 - 1. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
 - 2. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
 - 3. Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent direction for control of powder used and stored.
- t. Construction Personnel Vehicle Parking
 - 1. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
 - 2. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

APPENDIX A

CONTRACT NO. GSS11009-MOTOR_OIL MOTOR OIL, RE-REFINED MOTOR OIL, LUBRICANTS AND ANTIFREEZE TECHNICAL SPECIFICATIONS

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.

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.

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.

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		

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:

TYPE I CHARACTERISTICS (EXTREME PRESSURE)	#2 N. L. G. I.*
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	

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	No Corrosion
Weight Loss: mg	2.5
Ball joint wear test, D-3428	7.9
Housing weight loss: mg	7.9
Bring Sensitivity	Pass (no squawk)

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

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
	ASTM D3228	
Nitrogen Content (ppm)	ASTM D129 or D4951	Report
Sulfur Content (ppm)	ASTM D664	Report
Total Acid Number	ASTM D2896 or D4739	Report
Total Base Number	ASTM E168	Report
Infrared Spectrum		Report (provide IR scan)

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 foam 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

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

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, Telluris 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.

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.

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.		

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.

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 five (5) business days after receipt of an order. If a vendor can respond more quickly to the State or agencies address this improved capability in your response to the bid solicitation.

EXCEPTION: The State Police (DSP) will require deliveries for bulk motor oil to be completed within two (2) business days of the order receipt. After an award selection is made, the State will allow submission of alternative delivery procedures that will meet DSP’s shortened delivery response time and will allow for better vendor resource management.

- 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

Q. ADDITIONAL APPENDIXES:

- Appendix B – Pricing Spreadsheet.

The Appendix B is required for any vendor making a bid for the delivery of the commodities requested

- Appendix C – FY11 Usage

The Appendix C provides a breakdown of the Fiscal Year 2011 contract utilization The Appendix C has been provided for reference only and is not a guarantee of future contract utilization.

The Appendixes is available at the following site: www.bids.delaware.gov

BID QUOTATION REPLY SECTION

CONTRACT NO. GSS11009-MOTOR_OIL

Motor Oil, Re-refined Motor Oil, Lubricants and Antifreeze

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, October 11, 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

Proposal Reply Requirements

The response should contain at a minimum the following information:

1. A brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
2. Two (2) copies of the Appendix B – Pricing Spreadsheet are required.
 - One (1) **paper copy** of the Appendix B – Pricing Spreadsheet (Tab 1).
 - One (1) **electronic copy** of the Appendix B – Pricing Spreadsheet. The electronic copy of the Appendix B must be completed, saved in Excel, and copied to a CD or DVD media disk. (Unreadable media disks or files that are not able to be retrieved and reviewed may deem the submitting vendor non-responsive and remove the vendor from further consideration).

The Appendix B – Pricing Spreadsheet is available on the State of Delaware's bids portal at:

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

3. One (1) complete, signed and notarized copy of the non-collusion agreement (see Attachment C below). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**
4. One (1) complete OMWBE application (see link on Attachment D below) – if applicable
5. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment E below) for each subcontractor – if applicable.
6. One (1) completed Business Reference form (See Attachment F) – **DO NOT LIST STATE OF DELAWARE PERSONNEL AS BUSINESS REFERENCES.**
7. One (1) completed ITB Exception form (See Attachment G) – please check box if no information
8. One (1) completed Confidential Information form (See Attachment H) – please check box if no information provided will be considered confidential or proprietary.

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.

All paperwork is available at the following site: www.bids.delaware.gov

Once on the referenced site, please select or “click” the link for the Motor Oil, Re-refined Motor Oil, Lubricants and Antifreeze contract. Another menu will open and there will be separate links for the bid solicitation and separate appendices.

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 # GSS11009-MOTOR_OIL
OIL, LUBRICANTS AND ANTIFREEZE**

BID TITLE: MOTOR OIL, RE-REFINED MOTOR

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.**

CONTRACT NO.: GSS11009-MOTOR_OIL
TITLE: Motor Oil, Re-refined Motor Oil, Lubricants and Antifreeze
OPENING DATE: Tuesday, October 11, 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



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

STATE OF DELAWARE
 OFFICE OF MANAGEMENT AND BUDGET
 GOVERNMENT SUPPORT SERVICES

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS11002-GASOLINE	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Business References

CONTRACT NO. **GSS11009-MOTOR_OIL**
Contract Name: **Motor Oil, Re-refined Motor Oil, Lubricants and Antifreeze**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

Please do NOT include State of Delaware personnel as references.

ITB Exceptions

CONTRACT NO. **GSS11009-MOTOR_OIL**

Contract Name: **Motor Oil, Re-refined Motor Oil, Lubricants and Antifreeze**

Proposals must include all exceptions to the specifications, terms or conditions contained in this ITB. If the vendor is submitting the proposal without exceptions, please state so below.

By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this ITB.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

Note: use additional pages as necessary.

