



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

Fleet Maintenance and Repair

Invitation to Bid

Contract No. GSS12526-MAINT_REPAIR

May 1, 2012

**- *Deadline to Respond* -
May 31, 2012
*1:00 PM (Local Time)***

CONTRACT NO. GSS12526-MAINT_REPAIR

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for GSS12526-MAINT_REPAIR. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS12526-MAINT_REPAIR

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and TECHNICAL SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
ATTACHMENTS:
A – PROPOSAL REPLY REQUIREMENTS
B – NO BID REPLY FORM
C – NON-COLLUSION STATEMENT AND ACCEPTANCE
~~D – BID BOND~~ Not required for this contract
E – SUBCONTRACTOR INFORMATION FORM
F – BUSINESS REFERENCES
G – ITB EXCEPTIONS
H – CONFIDENTIAL AND PROPRIETARY INFORMATION
I – OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION
- 4 APPENDIX A – Pricing Spreadsheet

Appendix A is made part of this solicitation and is available for download at the following site:

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

In order for your bid to be considered, all materials referenced in the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by May 31, 2012 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 302-857-4559 or peter.korolyk@state.de.us.

S:\12526 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.

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Government Support Services

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

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

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

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

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

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

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

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

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

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

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

3. **INTERPRETATION OF ESTIMATES:**

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

4. **SILENCE OF SPECIFICATIONS:**

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

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

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

6. **PREPARATION OF PROPOSAL:**

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

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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.

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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, unless bond(s) have been waived as noted in the Special Provisions, 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.

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6. **TAX EXEMPTION:**

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

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

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

8. **BID EVALUATION AND AWARD:**

The 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. GSS12526-MAINT_REPAIR
Fleet Maintenance and Repair
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Fleet Maintenance and Repair 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. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Invitation to Bid.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for one (1) year from July 1, 2012 through June 30, 2013. Each contract may be renewed for four (4) 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:**

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

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

Prices shall remain firm for the term of the contract.

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

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

To be considered, all proposals must be submitted in writing and respond to the items outlined in this Invitation to Bid (ITB). The State reserves the right to reject any non-responsive or non-conforming proposals.

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Each bid proposal must be submitted with one (1) paper copy of all required bid documents and include a printed copy of the Appendix A – Pricing spreadsheet. The one (1) paper copy shall be marked “Master Copy” and **will contain original signatures** in all locations requiring a vendor signature.

Vendors MUST ALSO include one (1) electronic copy of the Appendix A – Pricing spreadsheet saved on CD or DVD media. The media disk must contain the completed Appendix A – Pricing spreadsheets, and it **MUST BE SAVED in an Excel format.**

If the Appendix A – Pricing spreadsheets are not completed and saved to a media disk in an EXCEL format, or the disk received by GSS has irretrievable or unreadable documents, the submitted proposal will be considered non-responsive and the proposal will be removed from award consideration.

6. **COOPERATIVES:**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

7. **PRICE ADJUSTMENT:**

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

8. **SHIPPING TERMS:**

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

9. **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.

Prior contract utilization may be viewed at the following site:

http://contracts.delaware.gov/contracts_detail.asp?i=28

Please refer to the Contract Usage Information at the referenced contract page.

10. **FUNDING OUT:**

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

11. **BID BOND REQUIREMENT:**

The Bid Bond requirement has been waived.

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12. **PERFORMANCE BOND REQUIREMENT:**

The Performance Bond requirement has been waived.

13. **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. GSS12526-MAINT_REPAIR
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.

Vendors that bid on the contract do not need to provide a certificate of insurance at the time of bid submission. Government Support Services will require a Certificate of Insurance from an awarded vendor(s) on official notification of award.

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14. **BASIS OF AWARD:**

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

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

15. **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.

Government Support Services will not require a copy of the business license at the time of bid submission.

16. **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.

17. **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.

18. **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.

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19. **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.

20. **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.

21. **EXCEPTIONS:**

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

22. **REQUIRED REPORTING:**

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

A Monthly Usage Report (first report shown immediately following this section) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The Monthly Usage Reports 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. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., 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 Subcontracting 2nd Tier report is found below (and shown as the second report immediately following this section).

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Subcontracting 2nd tier reports 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.

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23. **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.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

24. **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.

25. **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.

a. Fleet Services Billing

Fleet Services has instituted a department specific billing procedure that all bidders are required to accept. Specifically, invoices for services and supplies provided to Fleet Services are to be sent directly to the Financial Operations unit in the Office of Management and Budget. Fleet Services staff will no longer pay by credit card, or collect and list invoices for payment. Vendors will continue to provide a work order or copy of the invoice with the cost that will be charged on the subsequent invoice sent to Financial Operations. Hard copy invoices must be mailed to:

OMB – Financial Operations
Attn: Brook Hughes
122 William Penn Street
Suite 101
Dover, DE 19901
Phone # 302-672-5201

Or, electronic invoices may be sent as email attachments to the following address:

OMB_FinOper@state.de.us

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26. **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.

27. **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.

28. **OPPORTUNITY BUYS:**

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

29. **I FOUND IT CHEAPER:**

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf. The Director will afford any Vendor on an existing central contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

30. **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> .

31. **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.

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32. **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.

33. **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.

34. **ENERGY STAR PRODUCTS:**

Contractors are encouraged to provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The bidder is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

35. **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.

36. **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.

37. **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

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under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

38. **ELECTRONIC CATALOG:**

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

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

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

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

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

39. **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 ITB 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.

If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.

40. **AFFIRMATION:**

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

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41. **AUDIT ACCESS TO RECORDS:**

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

42. **ACCESS TO OTHER CONTRACTS:**

The State of Delaware may maintain other independent contracts that may overlap with the products offered by a submitting vendor. At a minimum, the following contracts may provide some vehicle related services:

- Auto Parts and Batteries
http://contracts.delaware.gov/contracts_detail.asp?i=304
- Tires and Tubes
http://contracts.delaware.gov/contracts_detail.asp?i=82
- Vehicle Transmission Repair
http://contracts.delaware.gov/contracts_detail.asp?i=88

The preceding contracts are provided as an example of other awards that may overlap with the Fleet Maintenance and Repair contract once it is awarded. There may also be other agency contracts that also provide access to fleet maintenance and repair. This disclosure is intended to be for informational purposes only.

Additionally, the Department of Corrections also offers some repair services that may be utilized by state agencies.

43. **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.

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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 ITB 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.

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44. **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).

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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: _____

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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.

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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.

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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

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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.

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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.

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GENERAL SPECIFICATIONS

1. CONTRACT PURPOSE:

Government Support Services and other State of Delaware Agencies have a requirement for the maintenance and repair of approximately 3000 vehicles of various models and years. The majority of vehicles include Chevrolet, Dodge, Chrysler and Ford sedans, trucks and vans.

It is the goal of this Invitation to Bid to identify a vendor(s) and execute a contract to implement the periodic maintenance and repair of state owned vehicles.

2. ACTIVITY OVERVIEW:

The State of Delaware seeks proposals from vendors to perform maintenance and repair on vehicles in accordance with all manufacturer's requirements and warranties. This contract will encompass repair and service for all of the Delaware geographic area but will be awarded by county and/or zones.

The awards may be made by aggregate total of all service/repair activities by county and/or zones to one or multiple vendors; separate activities by county and/or zones to one or multiple vendors; any other award configuration that is the greatest cost benefit to the State of Delaware.

Vehicles owned by Fleet Services, Police agencies, School Districts, Municipalities, Volunteer Fire Companies, Political Subdivisions or other departments or agencies of State government may take advantage of this contract.

- Vehicles are driven an average of 12,000 miles each year and will require lube, oil and filter changes per manufacturer's requirements.
- Tune ups, lubrications, filter changes and other services will be performed according to manufacturer's warranty recommendations or requirements.
- All service and repairs for vehicles owned by Fleet Services will require prior approval by the Fleet Administrator or an authorized representative of Fleet Services.
- The ability to service and repair vehicles in a timely fashion will be factored into making an award of this contract.
- For scheduled maintenance, Fleet Services will attempt to make appointments but will expect to be given priority service for vehicles with mechanical problems that require immediate repair.

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3. STANDARD REPAIR TURNAROUND TIMES:

- Fleet Services will require less complex service activities such as oil changes, safety inspections and other routine maintenance will be performed within 24 hours, including pick-up and delivery. All other agencies may receive services within 48 hours, although faster response times may encourage agencies to utilize certain vendors more frequently.
- More complex repairs should generally not 72 hours, including pick-up and delivery. Time frames will exclude weekends and holidays.
- The requesting agency will require immediate notification whenever a service or repair will exceed the specified time frames.

Vendors submitting proposals to this contract may offer exceptions to these specified time frames, but will be held to whatever standard is accepted by the State.

4. VEHICLE PICK UP & DELIVERY:

- Upon notice from the ordering agency that a vehicle requires service or repairs, it is expected the contracted vendor will provide staff to pick up the vehicle from a location within the respective county and/or zones, service or repair the vehicle and return the vehicle.
- Vendors may be asked to pick up vehicles that are non-drivable. Vendors have the opportunity to identify a cost associated for this service. If a vendor does not have the ability to pick up a non-drivable vehicle, they should clearly identify in the bid response paperwork.

Vendors making exception to this requirement will have the cost of time for Fleet Services staff to deliver and pick up vehicles added to costs offered in their proposals.

5. BIDDER QUALIFICATIONS:

All bidders must be primarily engaged in the business of providing vehicle preventive maintenance, safety inspections, and repair services.

- Bidder shall be a full line service facility capable of providing all aspects of vehicle service specified in this document excepting specialized factory and warranty repair work.
- Bidders responding to this solicitation shall be prepared to demonstrate they possess at least 3 years of continuous immediate past experience in providing vehicle preventive maintenance, safety inspections, and repair services of a type similar to those described in this Proposal.
- They shall also be prepared to demonstrate that they possess the required technical expertise, adequate shop facilities, and technical organization.

In order to identify the qualifications of a bidding vendor, the following information is being requested, and shall be submitted on the appropriate form or location of the bid response paperwork. The failure to not identify this information may affect a vendor's selection for an award.

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1. All bidders shall submit 3 references for similar work performed during the past 3 years.
2. The bidder shall furnish the following with the proposal:
 - a) A list of personnel who will perform contract work.
 - The list shall identify principal service technicians, alternate service technicians,
 - The length of service
 - Type of experience of such personnel
 - The service manager shall be identified by name
 - b) Location of bidder's service facilities.

6. VENDOR INVOICES TO AGENCY:

Each invoice shall include the following information:

Purchase Order Number;
Name of Requesting Department;
Date Service Requested/Delivered;
Itemized List of Parts Furnished;
Unit Price and Extension of Each Item;
Labor Hours and Rate.

Each ordering agency retains the right to pay for services per the terms identified in the Item #26 of the Special Provisions.

Fleet Services will require special handling of their invoices. For reference, please refer to Special Provisions, Item # 25a, Fleet Services Billing, of this ITB, for the Fleet Services department specific billing procedure. Vendors will be asked to confirm their compliance with this standard for Fleet Services billing on the Appendix A. **NO EXCEPTION OF THIS REQUIREMENT WILL BE ACCEPTED.**

7. TYPE AND SCOPE OF WORK TO BE PERFORMED:

The following types and scope of work will be performed by the contracted vendor(s):

- Preventive maintenance
- Safety inspections
- Repair services required.
- All work will be performed by qualified service personnel trained and authorized to do the work.
- Mechanics shall be ASE certified, and be qualified to perform maintenance and repairs to all vehicle components.
- Per the Delaware Code, all parts removed to affect a repair must be returned to Fleet Services upon delivery of the vehicle.
- At that time, Fleet Services will elect to retain the old part or return the part to the vendor for proper disposal.
- The vendor shall be responsible for proper disposal of all old fluids and filters, and vendor must agree to adhere to legally dispose of hazardous materials in a manner prescribed by local, state or federal code.

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8. LOCATION OF WORK TO BE PERFORMED:

Vendors shall complete all standard repairs at their facility or subcontractor locations. Any location used for repairs must be properly kept and zoned to house a repair facility.

9. VEHICLE SECURITY:

Contract vendors **MUST** be able to properly secure the safety of the vehicle from damage or vandalism while the vehicle is in the possession of the vendor. To this end, the vendor shall be liable to the State, and bear all costs, for any and all damages, theft, vandalism, etc., and/or acts of commission or omission by a vendor's employees for any and all state vehicles in the contractor's possession.

Possession will include time when the vehicle is being picked up and delivered from state or authorized agency property.

10. REPAIR WORK TO BE PERFORMED:

As previously disclosed, the focus of this request for proposal is to identify and select vendors capable of meeting the State's needs for vehicle repair and maintenance. Since there are other State contracts that may address specific automotive repair services, this request for proposal divides repairs into two separate categories. These categories are Preventive Maintenance Services and Other Repairs.

1. Preventative Maintenance Services

Preventative maintenance service schedules have been formulated by the State to obtain the most cost effective use of the State's vehicle fleet. To this end, the State and its agencies seek to maximize vehicle longevity, minimize upkeep cost, and adhere to the manufacturer's recommended guidelines for vehicle care and performance.

The State has established a set of five (5) vehicle services, which are referred to as Preventive Maintenance Services A through E, (also referred to as PM Services A – E). These services are specified in greater detail in Appendix A, which has previously been made part of the ITB contract.

Within the PM Services, there are two specific and distinct requirements that a bidder must adhere to:

- A. All PM schedule services require the use of synthetic blend oil when completing oil change services. **The minimum requirement for synthetic oil with the oil blend is 30%.**

The State prefers only one price for all makes, models and years of vehicles, but will allow for separate pricing for gasoline and diesel fueled vehicles. Additionally, the State considers a standard oil change to include up to five quarts of synthetic oil.

A separate line item charge has been included for oil replaced in excess of five quarts, with the exception of Preventive Maintenance Schedule E, within Appendix A.

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B. General Safety Inspections:

- Each item is to be checked off on a check sheet, which is approved by the Office of Fleet Management, and indicated if OK, replaced, serviced, and cleaned.
- Some items call for a measurement, such as tire pressure. Measurements, if within acceptable range, should be clearly identified on the paperwork returned with the vehicle.
- Items found defective shall be replaced or repaired upon approval of Fleet Management.
- Other items shall be scheduled for repairs at the earliest possible time.

11. **GENERAL SAFETY INSPECTION REQUIREMENTS:**

As part of any preventative maintenance service performed, the following general safety inspection shall be performed. The general safety inspection shall include the following items:

- a) Brakes: Visually inspect brakes to determine condition, unless otherwise specified at the time of service, check brake and emergency brake operation, report results on work order.
- b) Tires: Check pressure and adjust to Manufacturer's Standards.
- c) Fluids: Check and fill to the recommended level for the Transmission, Differential, Brake, and Power Steering fluids, and Engine Coolant.
- d) Chassis: Visually inspect and lubricate as necessary.
- e) Electrical System: Check starting battery condition, and visually inspect battery and terminal conditions, and clean terminals of excess corrosion, when necessary.
- f) Filters, Belts, Hoses, Exhaust System: Inspect and recommend service.
- g) Exterior: Check door handles & locks, window operations, door, trunk & hood hinges, wiper operation/condition, fuel fill cap, lamps and light bulbs and overall condition.
- h) Interior: Seat belt operation, seat adjustments, mirrors, visors, heater defroster, air conditioning, light bulbs and fuses, and gauge performance.
- i) Check the following components for wear: Steering system, suspension, shocks, & CV joint boots.

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In addition, to ensure adequate agency documentation, the following basic vehicle information shall be noted on the paperwork returned with the vehicle:

Vehicle Information:

Vehicle I.D. (VIN)
License Tag Number
Date Service Performed
Mileage
Defects Noted and Severity
Exception Report Noting Vehicle Condition

Vendor Information:

Vendor Name or Identification
Location of Work Done
Name and/or I.D. of Technician or Mechanic
Work Performed
Parts Used/Replaced
Labor Hours for Work
Cost of Parts and Labor

2. Other Repair Services, including Parts & Labor:

The State recognizes that vehicles will require repairs in addition to those listed in bid response portion of this contract.

- It is required that the bidder make a bid for a list of selected optional repairs and services, other than PM Services A through E.
- The bidder must identify the Labor Rate, per hour, for all other services, other than those specifically addressed in Appendix A.
- The bidder must identify the Parts Discount Rate, for all other parts required, other than those specified in Appendix A.
- All other repairs suggested, subject to approval by the requesting agency, must be based on a percentage discount off one of the major repair reference manuals recognized in the industry (Chilton, Mitchell, etc.).
- The name and date of the reference manual must be listed with your bid, or your bid maybe considered non-responsive.
- If reference is made to pricing from other than the manuals noted above, prices and rates must not exceed the recommendations in the aforementioned manuals.
- Failure to complete the bid response spreadsheet, referred to as Appendix A, in its entirety, may cause the bidder's submission to be deemed non-responsive, and have its bid be removed from consideration by the State.

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12. PRODUCT WARRANTY:

Award vendors must honor all manufacturer warranties and guarantee all parts utilized in repairs for this contract. Any defective part utilized shall be replaced with same or similar part at no cost to the original requesting agency.

The vendor shall communicate with part supplier and/or manufacturer on behalf of the requesting agency, and to coordinate the reimbursement to its own company for the defective part replacement. The vendor shall not ask or require the original requesting agency to make any unnecessary accommodation, other than to make the vehicle available on request for the corrective service.

13. PICK UP AND DELIVERY TO SECURE LOCATIONS:

Awarded vendors may be required to make pick up and deliveries to secure facilities. On award selection, the vendor MUST be prepared to supply the Department of Corrections (DOC), or any other secure agency, with completed security clearance form, as necessary. (The DOC form and procedures is listed in the body of the contract ITB).

Awarded vendors shall receive clearances prior to attempting pick up or delivery to secure facilities, or make any necessary arrangements to service these select agencies. Contractors must maintain clearances, and have an understanding of the rules required for each unique secure agency entered.

The failure of a vendor to maintain proper clearances may be reason for an agency to procure product from other non-contract vendors.

14. REPAIRS TO VEHICLES COVERED BY MANUFACTURER WARRANTIES:

Although this contract is intended to contract with vendors for routine maintenance and other vehicle repairs, state agencies and other authorized users are not required to utilize contracted vendors for repairs that are covered by a manufacturer's vehicle warranty or other covered warranty repairs.

In any situation where a manufacturer warranty remains in effect and there are no anticipated costs to the requesting agency, the agency will retain the right to bring the vehicle in for service to any manufacturer franchised service facility capable of completing the repair.

15. AGENCY ACCESS TO OTHER CONTRACTS:

The State of Delaware may maintain other independent contracts that may overlap with the products offered by a submitting vendor. At a minimum, the following contracts may provide some vehicle related services:

- Auto Parts and Batteries
http://contracts.delaware.gov/contracts_detail.asp?i=304
- Tires and Tubes
http://contracts.delaware.gov/contracts_detail.asp?i=82
- Vehicle Transmission Repair
http://contracts.delaware.gov/contracts_detail.asp?i=88

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The preceding contracts are provided as an example of other awards that may overlap with the Fleet Maintenance and Repair contract once it is awarded. There may also be other agency contracts that also provide access to fleet maintenance and repair. This disclosure is intended to be for informational purposes only.

Additionally, the Department of Corrections also offers some repair services that may be utilized by state agencies.

16. SERVICE LOCATIONS:

To ensure that the state agencies and other optional users have adequate coverage by automotive repair vendors, Government Support Services has divided the state into the following zones:

- Zone A – Northern New Castle County – Claymont, Wilmington, New Castle
- Zone B – Central New Castle County – Newark, Hockessin, Glasgow, Bear (north of C&D Canal)
- Zone C – Southern New Castle County to Northern Kent County – South of C&D Canal to Smyrna
- Zone D – Southern Kent County – Cheswold, Dover, Little Heaven, Harrington, Houston
- Zone E – Northern Sussex County – Milford, Greenwood, Lincoln, Milton, Ellendale
- Zone F – Western Sussex County – Bridgeville, Seaford, Laurel, Bethel, Delmar
- Zone G – Central Southern Sussex County – Harbeson, Georgetown, Millsboro, Dagsboro, Frankford, Selbyville
- Zone H – Eastern Sussex County – Lewes, Rehoboth, Dewey, Bethany, Millville, Ocean View, Fenwick Island, Clarksville

17. STANDARDIZED PREVENTATIVE MAINTENANCE SCHEDULES:

Preventative Maintenance (PM) packages have been divided up into five separate categories (A through E), which are:

- PM A – Synthetic Blend Oil Change
 - Remove Oil and Replace with Synthetic Blend Oil
 - Replace Oil Filter
 - Perform Safety Inspection
- PM B – Synthetic Blend Oil Change and Tire Rotation
 - Remove Oil and Replace with Synthetic Blend Oil
 - Replace Oil Filter
 - Tire Rotation (4) Tires
 - Perform Safety Inspection
- PM C – Synthetic Blend Oil Change, Tire Rotation and Brake Inspection
 - Remove Oil and Replace with Synthetic Blend Oil
 - Replace Oil Filter
 - Tire Rotation (4) Tires
 - Brake Inspection (4) Tires including clearly identifying brake lining measurement on service ticket. (Not meant to include brake replacements).
 - Perform Safety Inspection

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- PM D – Synthetic Blend Oil Change, Tire Rotation and Air Filter Change
 - Remove Oil and Replace with Synthetic Blend Oil
 - Replace Oil Filter
 - Tire Rotation (4) Tires
 - Remove and replace with new Air Filter
 - Perform Safety Inspection

- PM E – Major Service Event – Synthetic Blend Oil Change, Service Transmission, Tire Rotation, Coolant System Check & Flush, Check Belts, and Replace Spark Plugs & Wires
 - Remove Oil and Replace with Synthetic Blend Oil
 - Replace Oil Filter
 - Service the Transmission, including replacing Filter and Fluid with new (Power Flush is NOT acceptable)
 - Tire Rotation (4) Tires, or Recommend Tire Replacement (Do not bid on tire replacement as part of this service)
 - Inspect Hoses, Pressure Test System, Flush Engine Cooling System and Install New Coolant
 - Inspect Belt Condition(s) and check/modify Tension(s)
 - Replace Spark Plugs and Spark Plug Ignition Wires
 - Perform Safety Inspection

(Vendors will have the opportunity to price 4, 6 and 8 cylinder light duty vehicles separately)

Please note: Synthetic blend oil must contain a minimum of 30% synthetic oil.

All Preventative Maintenance (PM) pricing shall include the parts (where applicable) and the labor to complete the repair.

18. PARTS DISCOUNTS:

When completing the Appendix A – Pricing spreadsheet, vendors shall identify the discount to be offered for replacement parts.

All utilized parts shall be OEM or OEM equivalent parts that meet the specifications of the vehicle being repaired.

Vendors shall not substitute used or remanufactured parts unless agreed to with the requesting agency.

19. USE OF REMANUFACTURED PARTS:

Any remanufactured parts supplied by an awarded vendor shall be repaired back to OEM standards.

A remanufactured part may never be supplied unless originally requested by the ordering agency, or prior approval is received from the purchaser.

20. DIESEL SERVICE PRICES:

The service prices requested for diesel vehicles are intended for light duty vehicles, trucks and vans; and shall not apply to medium duty and larger vehicles.

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21. **CAR CLEANING SERVICES:**

As part of the service pricing, GSS has provided vendors with an opportunity to price the costs associated with vehicle cleaning as part of normal service operations.

For example, some vendors will provide basic vacuum and car wash services as part of the basic customer satisfaction experience. Some dealerships offer this service free of charge, but others may want to establish a basic charge for the same.

This service, whether free or at a nominal cost, will not be requested as a stand-alone operation; meaning it is not the contract's intent to contact a vendor and request free pick up and delivery only to wash a vehicle. Additionally, GSS will NOT consider any vendor that seeks to provide car wash services to the State as a stand-alone operation. Any wash or vacuum services will be utilized as a convenience service and are not required to maintain our vehicles for standard operations.

22. **OTHER GENERAL TERMS AND CONDITIONS:**

Awarded vendor(s) shall accept orders from any state agency or local government agency, and not refuse any orders without the express written consent of the State Contract Officer.

Parts, new or used, must meet all OEM specifications unless specifically requested by the purchasing agency.

Bidding vendors shall identify how orders can be placed with their company, including which methods can be accepted such as on-line, telephone, facsimile and in person.

PLEASE NOTE: Vendors that operate more than one (1) location under the same tax identification number (TIN) SHALL NOT submit separate proposals. For example, if a vendor operates one (1) location in New Castle County, and one (1) location in Kent County, but both are listed under the same TIN, the owner may only submit ONE bid.

Vendors that do NOT abide by this requirement may have their bids considered NON-RESPONSIVE, and have their bids removed from consideration in their entirety.

BID QUOTATION REPLY SECTION

CONTRACT NO. GSS12526-MAINT_REPAIR

Fleet Maintenance and Repair

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 May 31, 2012 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

Each bid submission response should contain, at a minimum, the following information:

1. One (1) brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
2. One (1) paper copy of the **Appendix A** bid response paperwork.

The Appendix A – Pricing Spreadsheet is available at the following website:

www.bids.delaware.gov

Vendors **MUST** provide copies of all pricing spreadsheet tabs.

3. One (1) electronic copy of the Appendix A – Pricing spreadsheet, completed and saved in an Excel format to a CD or DVD media disk.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (see Attachment C). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**
5. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment E) for each subcontractor – only provide if applicable.
6. One (1) completed Business Reference form (See Attachment F) – please provide references other than State of Delaware contacts. **Form must be included.**
7. One (1) completed ITB Exception form (See Attachment G) – please check box if no exceptions have been identified. **Form must be included even if no exceptions are taken.**
8. One (1) completed Confidential Information form (See Attachment H) – please check box if no information provided will be considered confidential or proprietary. **Form must be included even if nothing is marked confidential.**
9. One (1) complete OMWBE application (see link on Attachment I) – only provide if applicable

SEE ADDITIONAL INSTRUCTIONS BELOW

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

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.

Vendors shall provide one (1) paper copy of the above referenced items. One (1) paper copy shall be marked "MASTER COPY" and have original signatures in all corresponding locations. Vendors are also required to provide one (1) electronic copy of the Appendix A – Pricing spreadsheet. The electronic copy of the pricing spreadsheet must be completed and saved in an Excel format to a CD or DVD media disk.

The failure to submit a completed electronic copy of the Appendix A – Pricing spreadsheet, saved in an Excel format, is justification to consider the entire bid proposal submission NON-RESPONSIVE, and to remove the proposal from any further consideration.

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Attachment B

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

NO BID REPLY FORM

BID # GSS12526-MAINT_REPAIR

BID TITLE: Fleet Maintenance and Repair

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.**

STATE OF DELAWARE
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Attachment C

CONTRACT NO.: GSS12526-MAINT_REPAIR
TITLE: Fleet Maintenance and Repair
OPENING DATE: May 31, 2012 at 1:00pm (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.

	Corporation
	Partnership
	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)

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

[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 Management and Budget
Government Support Services

Attachment D

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Business References

CONTRACT NO. **GSS12526-MAINT_REPAIR**
Contract Name: **Fleet Maintenance and Repair**

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.

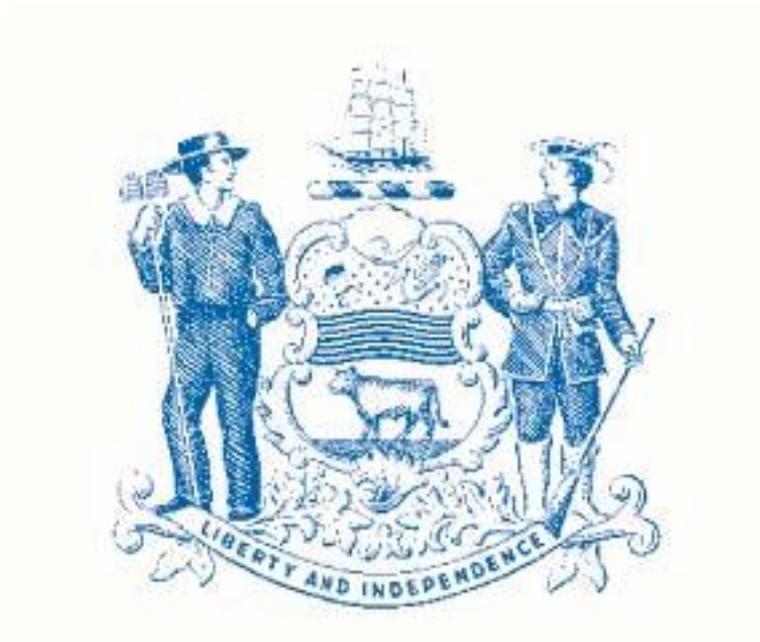


State of Delaware

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>