



**New Castle County**  
Purchasing Division  
New Castle County Government Center  
87 Read's Way  
New Castle, DE 19720  
(302)-395-5250

**CUSTODIAL AND GREEN CLEANING PRODUCTS**

**Bid #15A-086**

Sealed proposals for: **Custodial and Green Cleaning Products, Bid #15A-086**

will be received until **2:00 p.m. Wednesday, May 14, 2014**, in the Purchasing Division, New Castle County Government Center, 87 Read's Way, New Castle, DE 19720 (Telephone: 302-395-5250).

Minority and Women-owned Business Enterprises (MWBE) will be afforded full opportunity to submit proposals, and will not be subject to discrimination on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation in the consideration of this award.

**INSTRUCTIONS TO BIDDERS**

Bid envelopes will carry a clear notation in the lower left quadrant, **"BID FOR Custodial and Green Cleaning Products, Bid #15A-086."**

Any questions concerning the bid(s) should be directed to the Purchasing Division at (302) 395-5250.

**Bidders are responsible for obtaining the bid specifications and all addendums from the New Castle County Purchasing website at [www.nccde.org/purchasing](http://www.nccde.org/purchasing).**

Fax bids will **not** be accepted.

Bid security is waived.

New Castle County reserves the right to divide the award unless stated otherwise in the specifications.

Awards, if any, will be made by the Purchasing Division to the lowest and best responsible bidder. The County reserves the right to reject all bids and to waive minor irregularities.

**NOTE:** If required by State or Federal regulations, vendors will provide the M.S.D.S. sheets for the above projects.

Pursuant to County Ordinance 83-172, 87-105, and Delaware State Law, no contract will be awarded to any vendor unless before or in conjunction with the actual award of the contract to such vendor, has submitted proof satisfactory to the County or to the awarding agency, or the designated representative of the County or the awarding agency, as the case may be, that it and each and every subcontractor named by it in its bid, if any, will at the time it submits such proof



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have valid and effective licenses required by the State and the County, and the political subdivisions, if any, in which the project is located, and the United States government, in order for each of them (i) to do business therein; (ii) to comply with all tax laws thereof; and (iii) to perform the labor and/or supply the material involved in the performance of the contract.

**Mailing address:** Purchasing Division  
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**GENERAL**

This bid is for Custodial Cleaning Supplies only. Green Cleaning Products has been extended for another year, therefore; Green Cleaning Products are not a part of this bid.

Vendor shall quote delivered price per case as specified for custodial cleaning supplies. Vendors shall bid their catalog in its entirety from which the County may select products.

Vendor is required to have a stocked supply of products on hand on their premises to meet the delivery requirements herein.

Vendors will be responsible for their errors, as well as defective or damaged merchandise received, and will arrange within ten (10) days of notification for the return shipping, replacement if applicable, etc., and will pay costs related to such.

Vendors will be required to identify a contact person, plus alternate within their organization, who has specific knowledge of the terms and specific pricing and discounts reflected in this bid. The contact person or alternate will provide price quotes, handle returns, replacements, billing discrepancies, etc., as they arise.

Vendors must have a local phone number or offer toll-free service for ordering and expediting.

Quantities given are estimated fiscal year usage. During the fiscal year 2007, New Castle County expended approximately \$118,000. New Castle County makes no guarantee as to the total quantity or purchases to be made under this contract.

**ADDITIONS**

New Castle County may require other related custodial chemicals or cleaning product, services, consultations on products, and solutions to cleaning and environmental solutions, and/or equipment not specifically listed. Vendor may be given the opportunity to provide a quote. Should New Castle County deem the quote to be non-competitive, New Castle County reserves the right to seek proposals from other vendors.

**PRICING**

Brands indicated are those that have proven to be satisfactory to New Castle County.

**Vendors must bid each item, FAILURE TO DO SO WILL RESULT IN REJECTION OF THE BID.**



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Pursuant to New Castle County Code, Section 2-162 (12) b., New Castle County has the right to specify a particular brand. Therefore, **NO SUBSTITUTIONS** will be permitted on the items listed in this bid. With prior approval, vendor may substitute items ordered from the catalog.

**SAMPLES**

Vendor may be required to provide samples of items bid, prior to award, at no cost to New Castle County. Samples will not be returned.

**DELIVERY**

Deliveries shall be made within one (1) week of order. Deliveries shall be complete. **NO PARTIAL SHIPMENTS WILL BE ACCEPTED, unless specifically agreed upon by New Castle County. NO MINIMUM ORDER STIPULATIONS WILL APPLY.**

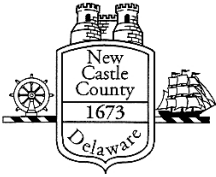
Deliveries shall be F.O.B. Destination to various New Castle County, DE locations. Deliveries to the following locations may only be made between the hours of 7:00 a.m. and 2:30 p.m., Monday through Friday, excluding holidays.

- 1) Warehouse  
100 Churchman's Road  
New Castle, DE 19720
- 2) William J. Conner Building  
187A Old Churchman's Road  
New Castle, DE 19720
- 3) Government Center Building  
87 Read's Way  
New Castle, DE 19720

Other locations that may require deliveries include:

Various New Castle County Libraries and Senior Centers.

Locations may be added or deleted.



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**LENGTH OF CONTRACT**

This contract shall be in effect from July 1, 2014 through June 30, 2015. This contract may be extended for a period of four (4) years, one (1) year at a time, by mutual agreement of both parties. All terms or conditions must remain as originally bid, unless changes are mutually agreed upon.

**FUNDING OUT**

The continuation of this contract is contingent upon funding appropriated by New Castle County Council.

**MSDS CLAUSE**

If required by State or Federal regulations, the successful vendor must provide the M.S.D.S sheets to the Risk Management Division and to the requesting department.

**FORM OF PROPOSAL**

Prices must be quoted on the attached form showing prices as outlined and signed by an official of the firm.

**ANY DEVIATION FROM SPECIFIED SIZE MUST BE SHOWN. CHECK SIZES, WEIGHTS, AND QUANTITY PER CASE CAREFULLY. FAILURE TO SUPPLY SIZE, WEIGHT, AND QUANTITY PER CASE WILL RESULT IN REJECTION OF BID.**

Vendors shall quote delivered prices in all sections based on F.O.B. Destination various New Castle County, Delaware locations. Vendors are to quote a percentage discount off catalog or online listed price. Prices and discounts must include **all charges**, e.g., shipping, handling, fuel surcharges, etc.

**Workers' Compensation & Employer's Liability Insurance**

Vendor shall purchase and keep in force and effect workers' compensation insurance that will provide the applicable statutory benefits for all of the vendor's employees who may or do suffer covered injuries or diseases while involved in the performance of their work for the Vendor; and, even if permitted to do so by statute, Vendor shall not reject any workers' compensation insurance option that, in the absence of such a rejection, would be applicable to any of the said employees. The policy providing the workers'



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compensation insurance shall include: (1) broad form all-states coverage; (2) an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Vendor shall purchase, and keep in force and effect, Employers' Liability insurance with maximum limits for each employee of \$1,000,000 for each bodily injury by accident, or occupational disease, and \$1,000,000 aggregate maximum limits for all bodily injuries by accidents and occupational diseases within the coverage period, regardless of the number of employees who may sustain bodily injuries by accident or occupational disease.

Automobile and General Liability Insurance

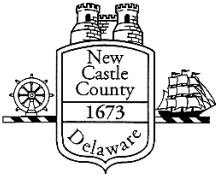
Vendor shall purchase: (1) motor vehicle liability coverage, for owned, hired and non-owned vehicles, covering any and all claims for bodily injury and property damage that arise out of Vendor's performance of work for New Castle County, (2) comprehensive Commercial General Liability (CGL) insurance with limits of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The CGL policy shall be extended by endorsement or otherwise to also include (a) coverage for Contractual Liability assumed by Vendor, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability providing coverage in connection with such portion of the Services being subcontracted prior to any of the Services being subcontracted, in accordance with the terms and conditions of this Agreement, (c) coverage for Broad Form Property Damage Liability, (d) coverage for Personal Injury and Advertisers Liability, (e) products and completed operations.

( ) Professional Liability Insurance (applicable if checked)

Each vendor of professional services for whom this provision is applicable shall provide professional liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

All insurance required under this contract except workers' compensation, employers liability, and professional liability (if applicable) shall be provided on a policy(s) that specifically names New Castle County, its officials and employees as additional insureds.

Each policy shall provide an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.



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Each policy shall be endorsed to require the insurer to give New Castle County at least thirty (30) days' advance written notice of the insurer's intention to cancel, refuse to renew, or otherwise terminate the policy, suspend or terminate any coverage under the policy, or reduce any policy limits, increase any policy deductibles, or otherwise modify or alter any terms or conditions of the policy or renewal issued by the same insurer.

Each policy shall be written by a carrier licensed by the State of Delaware to do insurance business of the type involved in the State of Delaware, and which has, and maintains for the life of this contract, at least an "A" rating from the A.M. Best Agency with "Stable" outlook.

Any change in this rating or outlook must be related to New Castle County by the Vendor or insurance carrier as soon as possible upon learning of same; and the Vendor shall use due diligence with its insurance broker or carrier to keep track of same.

All insurance required under this contract except workers' compensation, employer's liability and professional liability shall expressly provide that such insurance shall be primary insurance; and any similar insurance in the name of Vendor shall be excess and non-contributing.

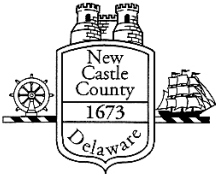
Deductibles for insurance provided under this contract shall not exceed five percent (5%) of policy limits.

**BASIS OF AWARD**

The Division of Purchasing 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 the basis of price, product evaluation, and prior history of service capability.

The Division of Purchasing reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, award by sections, item by item, or lump sum total, whichever may be most advantageous to New Castle County. There is no guarantee that New Castle County will grant to any awardee any request for services and/or products.

Pursuant to County Code, New Castle County reserves the right to purchase goods, contractual, and professional services from other governments and cooperative purchasing agreements when it is determined by the Office of Administrative Services to be in the best interest of the County.



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**NOTE**

Pursuant to County Code, New Castle County reserves the right to purchase goods, contractual, and professional services from other governments and cooperative purchasing agreements when it is determined by the Office of Administrative Services to be in the best interest of the County.

**INVOICE**

Successful vendor will invoice in triplicate per instructions on the purchase order. Invoice will clearly identify date of delivery, Purchase Order Number, and item description to which invoice applies. Unit costs, quantities, and item numbers will match those specified on the corresponding packing slip.

**NOTE**

It is the intent of New Castle County that minority-owned businesses shall have the maximum feasible opportunity to participate in the performance of contracts in the capacity of prime vendor.

**NO SUBSTITUTIONS**

Pursuant to New Castle County Code, Section 2.05.502(12)b., New Castle County has the right to specify a particular brand to match existing inventory. Therefore, no substitutions will be permitted.

**INDEMNITY**

Vendor shall indemnify, defend, and hold harmless New Castle County from and against any and all claims, demands, suits, judgments, costs, and expenses asserted by a person or persons, including agents, employees, or volunteers of vendor, by reason of death or injury to persons, or loss or damage to property, resulting from operations hereunder, or sustained in or upon the premises of the County.

**DELAWARE LABOR**

New Castle County encourages the use of Delaware Labor.

**SUPPLIER DIVERSITY**





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New Castle County encourages supplier diversity among firms. Please provide information on your firm's effort to encourage supplier diversity in your workforce and in the selection of sub-contractors.

**SECTION I - CUSTODIAL CLEANING SUPPLIES**

Vendors must check all sizes, weights and quantity per case carefully on all items bid herein. **Any deviation from specified size must be shown.** Vendor must indicate brand and ordering product number of each item.

**FAILURE TO PROVIDE COMPLETE INFORMATION WILL RESULT IN BID BEING REJECTED.**

The following items will be used as a comparison in the evaluation of the bids. Prices on these items shall hold firm for the life of the contract.

**Vendors will be required to provide MSDS sheets for all products upon request.**

Discount off Entire Catalog List Price \_\_\_\_\_%

Item	Brand Name or Description	Unit of Measure	Bid Price after discount
Bleach	Clorox ultra germicidal	6/96 oz	
Disinfectant	Lysol spray	12/19 oz	
Polish	Pledge furniture	6/18 oz	
Disinfectant	PineQuat	4/1 gal	
Soap	Murphy oil	4/1 gal	
Hand soap	Gojo lotion	10/100 ml	
General purpose cleaner	Clorox formula 409	12/32 oz	
Glass cleaner	Windex	4/1 gal	
Cleaner	Lysol tub and tile cleaner	12/32 oz	
Cleaner	Ajax or comet with bleach	24/21 oz	



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**SIGNATURE PAGE**

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Name of Company

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Address

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Telephone No.

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Fax No.

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Signature

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Federal Tax I.D. No.

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Printed Name

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**Email (REQUIRED)**

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Date



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**NEW CASTLE COUNTY, DELAWARE**  
**PROCUREMENT AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the (title) \_\_\_\_\_, and I am duly authorized to represent and bind (business) \_\_\_\_\_ (the "Business"), and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies has been excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and non-financial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for non-procurement suspension and debarment.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.**

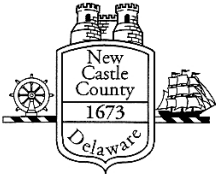
Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

(Authorized Representative and Affiant)



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**SECTION II - GREEN CLEANING SUPPLIES**

**ALL GREEN CLEANING SUPPLIES MUST BE GREEN APPROVED WITH APPROVAL STAMP ON THE PRODUCT.**

**FAILURE TO PROVIDE COMPLETE INFORMATION WILL RESULT IN BID BEING REJECTED.**

The following items will be used as a comparison in the evaluation of the bids. Prices on these items shall hold firm for the life of the contract.

**Vendors are not required to bid on every section, but they must bid each item in the section that they submit a bid for.**

**Vendors will be required to provide MSDS sheets for all products upon request.**

**New Castle County request the vendor to provide the item number, brand name and unit of measure for the green approved cleaning items they provide. New Castle County will notify the vendor to provide samples of each green cleaning item for evaluation. Once the County has selected the green cleaning item, NO SUBSTITUTIONS will be permitted.**

Discount off Entire Catalog List Price \_\_\_\_\_%

Item	Item #	Brand Name	Unit of Measure	Bid Price after discount
Dispensing System	Smart Center	Buckeye		
Degreasers	RAM	Buckeye	5 gal.	
Disinfectants	Sanicare Quart	Buckeye	5 gal.	
Bowl Bathroom Cleaners	Marauder	Buckeye	5 gal.	
All purpose cleaners	True 7	Buckeye	5 gal.	
Glass cleaners	Star Spray	Buckeye	5 gal.	
Carpet cleaner	Jet Stream	Buckeye	5 gal.	



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**SECTION II - GREEN CLEANING SUPPLIES**

**SIGNATURE PAGE**

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Name of Company

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Address

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Telephone No.

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Fax No.

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Signature

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Federal Tax I.D. No.

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Printed Name

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**Email (REQUIRED)**

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Date



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**PROCUREMENT AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the (title) \_\_\_\_\_, and I am duly authorized to represent and bind (business) \_\_\_\_\_ (the "Business"), and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies has been excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and non-financial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for non-procurement suspension and debarment.

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Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

(Authorized Representative and Affiant)



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