

Christina School District
FOOD SERVICE EQUIPMENT FOR
CHILD NUTRITION SERVICES

Invitation to Bid
Contract No. CSD-2013-10

Date: March 04, 2013

- *Deadline to Respond* -
Friday, March 22, 2013 @ 2:00 PM EST

**FOOD SERVICE EQUIPMENT FOR CHILD NUTRITION SERVICES
CONTRACT NO. CSD-2013-10**

ALL BIDDERS:

The enclosed packet contains a "INVITATION TO BID" for FOOD SERVICE EQUIPMENT FOR CHILD NUTRITION SERVICES

INVITATION TO BID - CONTRACT NO.: CSD-2013-10

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In order for your bid to be considered, the Bid Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number by **Friday, March 22, 2013 @ 2:00 PM EST** to be considered.

Bids shall be submitted to:

**Christina School District
Business Services Office
600 N. Lombard Street
Wilmington, DE 19801**

Please review and follow the information and instructions contained in the General Provisions and this Request for Bid. Should you need additional information, please call 302-552-2669.

Christina School District

**DEFINITIONS
AND
GENERAL PROVISIONS**

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

DEFINITIONS

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

AGENCY: Christina School District

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 bid for the material or work contemplated, acting directly or through a duly authorized representative.

BID: 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 his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the bid 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 him.

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 his 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.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **BID FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his 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 bid 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 bid and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself 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 bid shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF BID:**

a. The bidder's bid 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 bid shall show a total bid price for each item bid and the total bid price of the bid excluding zero quantity items.

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.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the bid, 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. **DELIVERY OF BIDS:**

Bids 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. Bids forwarded by U.S. Mail shall be sent first class to the address listed below. Bids 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.

**Christina School District
Business Services Office
600 N. Lombard Street
Wilmington, DE 19801**

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

11. **WITHDRAWAL OF BIDS:**

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

12. **PUBLIC OPENING OF BIDS:**

The bids shall be publicly opened at the time and place specified by the Agency. Only the names of all vendor organizations that submitted the bid will be announced. The contents of any bid shall not be disclosed to competing vendors prior to contract award. Bidders or their authorized representatives are invited to be present.

13. **PUBLIC INSPECTION OF BIDS:**

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.

14. **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 his bid or bids:

- a. More than one bid 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 bid incomplete, indefinite, or ambiguous as to its meaning.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new bids, 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 District 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. **AWARD OF CONTRACT:**

Within forty five days or earlier from the date of opening bids, the contract will be awarded or the bids rejected.

4. **EXECUTION OF CONTRACT:**

The bidder to whom the award is made shall execute a formal contract and bond within fifteen days after date of official notice of the award of the contract.

5. **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.

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

The contract(s) with the successful bidder(s) will be executed with Christina School District.

7. **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.

8. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise Christina School District of the gross amount of purchases made as a result of the contract.

9. **CONTRACT EXTENSION:**

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

10. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the District. The District 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.

11. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the District 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 five 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 District, 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 District.

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 Christina School District 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 Christina School District 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 himself or by his 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 his 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 Christina School District.
- b. The contractor and the surety shall hold and save harmless the Christina School District, the Superintendent, 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 District, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this bid 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 bid may be consigned to the Christina School District. 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 his exemption into account in calculating his bid for his 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. **INVOICING:**

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

9. **BID EVALUATION AND AWARD:**

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

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 Christina School District, 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.

REQUEST FOR BID
CONTRACT NO.: CSD-2013-10
FOOD SERVICE EQUIPMENT FOR CHILD NUTRITION SERVICES

SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Food Service Equipment requirements for the Christina School District.

4. **CONTRACT PERIOD:**

The contract shall be valid for one (1) year period from date of the award through March 31, 2014. Each contract may be renewed for two (1) year period through negotiation between the contractor and the District. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

5. **PRICES:**

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the District.

6. **PRICE ADJUSTMENT:**

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

7. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

8. **QUANTITIES:**

The attention of offerors is called to the fact that, unless stated otherwise, the quantities given in the bid are best estimates and are given as a basis for the comparison of the bids.

9. **FUNDING OUT:**

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

10. **BID BOND REQUIREMENT:**

A. Bid Bond Waived.

11. **PERFORMANCE BOND REQUIREMENT:**

A. Performance Bond Waived.

12. **MANDATORY INSURANCE REQUIREMENTS:**

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

1. As a part of the contract requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the District. All contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
4. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the District. The certificate holder is as follows:

**Manager of Financial Services/Internal Controls
Christina School District
CSD-2008-01
600 N. Lombard Street
Wilmington, DE 19801**

13. **BASIS OF AWARD:**

Christina School District 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. Christina School District 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 District.

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

Prior to receiving an award, the successful vendor shall either furnish the Christina School District with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

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

14. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the Christina School District and all its schools 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 contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. **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.

15. **NON-PERFORMANCE:**

In the event the contractor 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 contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

16. **FORCE MAJEURE:**

Neither the contractor 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.

17. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Material 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.

18. **EXCEPTIONS:**

Offerors may elect to take minor exception to the terms and conditions of this RFP. Christina School District will evaluate each exception according to the intent of the terms and conditions contained herein, but Christina School District shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

19. **BUSINESS REFERENCES:**

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

20. **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. The District is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax, email 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 District's option, without imposing any additional fees, costs or conditions.

21. **BILLING:**

The contractor is required to "Bill as Shipped" to the District. Ordering schools shall provide contract number, ship to and bill to address, contact name and phone number.

22. **PAYMENT:**

The District 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.

23. **PRODUCT SUBSTITUTION:**

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

24. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Bid and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Christina School District. 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>

28. **CONTRACTOR RESPONSIBILITY:**

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

29. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his 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 District.
- d. Please list the number of design personnel and credentials.

30. **LIFE CYCLE COSTING:**

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

29. **ENERGY STAR PRODUCTS:**

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

31. **TERMINATION**

- a. **Termination for Cause** if, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the District shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the District, 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 District.
- b. **Termination for Convenience** The District may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the District, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the District.

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

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

33. **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.

BID QUOTATION REPLY SECTION

CONTRACT NO. CSD-2013-10
FOOD SERVICE EQUIPMENT FOR CHILD NUTRITION SERVICES

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Christina School District by Friday, March 22, 2013 @ 2:00 PM EST at which time bids will be opened.

Bids shall be submitted to:

**Christina School District
Business Services Office
600 N. Lombard Street
Wilmington, DE 19801**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The District 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 ninety (90) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the District 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 offerors are invited to make an appointment with the District contracting officer in order to review pricing and other non-confidential information.

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

BID REPLY SECTION

APPENDIX A-_____

APPENDIX B-_____

APPENDIX C-_____

Christina School District
Business Services Office
600 N. Lombard Street
Wilmington, DE 19801

NO BID REPLY FORM

CONTRACT # CSD-2013-10

CONTRACT TITLE: FOOD SERVICE EQUIPMENT FOR CHILD NUTRITION SERVICES

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received a bid, 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 Offeror'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 Offeror's List **for these goods or services.**

_____ We wish to be deleted from the Offeror's List **for these goods or services.**

NON-COLLUSION STATEMENT

This is to certify that the undersigned offeror 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 Christina School District.

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, Christina School District.

COMPANY NAME _____ Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
LICENSE NUMBER _____

FEDERAL E.I. NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	Women Business Enterprise (WBE)	Yes No	Minority Business Enterprise (MBE)	Yes No	Disadvantaged Business Enterprise (DBE)	Yes No

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

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____
City of _____ County of _____ State of _____



State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
Haslet Armory
122 William Penn Street
Dover, DE 19901
Telephone: (302)739-4206 Fax: (302)739-1965
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

Important Information Please Read!

Is my firm eligible?

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

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
 - b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
 - c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
 - There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)739-4206.
 - If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
 - Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Christina School District

TECHNICAL SPECIFICATIONS

Awarded vendor shall be responsible for and adhere to the following requirements:

This contract will be issued for the purchase of Food Service Equipment for Child Nutrition Services. **Vendor pricing must include delivery of the new equipment. Any freight cost and/or installation cost must be quoted separately on the vendor proposal form.** Due to the nature of multiple delivery locations, it is strongly recommended that vendors contact for any questions related to the facility.

CONTACT PERSON FACILITIES

Roman Blonarrowycz
Child Nutrition Services
Christina School District
Eden Support Services Center
925 Bear-Corbitt Road
Bear, DE 19701
BLONAROWYCZR@christina.k12.de.us
Office 302-454-2400 X 239
Cell 302-757-5669
FAX 302-452-1341

- All items shall be guaranteed against all defects in workmanship and materials as provided by the manufacturer's standard warranty.
- Upon receipt of equipment and installation, the vendor shall replace any defective item within (15) days of notification in writing or by fax by the district at no charge to the district.
- Base bid must be equal or better. Alternate Equipment offered must be of high quality, reflective of innovation in food service equipment.
- All products must carry the full standard warranty provided by the manufacturer.

Scope of work

Invitation To Bid for providing below listed equipment, including delivery, set-up, and turn-key installation, as per the specifications, to the schools within the Christina School District. (See attachment 1 for delivery location addresses).

Installation

Successful bidder(s) will be responsible for:

- Receiving equipment from manufacturer, inspection for damage, and delivery to job site without damages.
- Leveling of all equipment.
- Complete hook up.
- Make all adjustments not covered by standard warranty; i.e., thermostat calibration, door adjustments, etc.
- Ensure that all work is completed by a licensed and insured contractor.

Warranty

Minimum of one-year parts and labor, warranty summaries must be included within submission.

Delivery

All equipment shall be priced to be delivered, FOB destination.

Quality and Safety Control

All items specified herein are to be delivered in accordance with the regulations of the Underwriters Laboratory, National Sanitation Foundation, American Association of Mechanical Engineers, American Gas Association and any other relevant regulatory agencies. All equipment must disclose Energy Star ratings.

Alternate Bids

All alternate bids must include complete specification sheets and/or product catalogs from the manufacturer. Any deviation from the specification must be highlighted on the specification sheets or the catalog. **Vendors are encouraged to provide alternate reflective of current technologies.**

Bid Submission

Please submit three (3) paper copies and one (1) Electronic copy of your bid proposal. A failure to do so may cause for rejection of your bid.

Award Of Contract

The intent of this bid is to award this contract to a single supplier for all items. However, the District reserves the right to split this award to multiple vendors if deemed to be in its best interest.

Christina School District – FOOD SERVICE EQUIPMENT FOR CHILD NUTRITION SERVICES LIST

ITEM#	SPECIFICATIONS	QTY	ITEM COST	DELIVERY COST	TOTAL COST
1.	<p><u>Blodgett Single Combination Oven, Model No. BCX-14G(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • Natural Gas • Stainless steel exterior, dual pane tempered viewing window • Steam on demand • Multi speed reversing fan • Electronic spark ignition • Capacity: 7 – 18” x 26” deep pans at 3-1/4” spacing • Retractable hose reel • Stacking kit and casters • Temperature probe • One year parts and labor warranty • Delimiting bottle for oven cleaning • Dimensions: 42.30” x 40.19 x 36.16” 	3			
2.	<p><u>Cleveland SteamChef 6, Model No. (2) 22CET6.1 Boilerless Electric Convection Steamer(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • Cooking Capacity: 6 – 12”x20”x2.5” steam table pans • Fan forced convection steam • Automatic water level control • Automatic Drain Control • On-Demand power control for faster heat up • Stainless steel compartment door and latch • Electro-Mechanical Timer, Timed and manual bypass switch • 40” high equipment stand • Dimensions: 74.31x25.5x38.93 • 208 V 	1			
3.	<p><u>Cleveland SteamChef 6, Model No. (2) 22CGT66.1 Boilerless Gas Convection Steamer(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • Cooking Capacity: 6 – 12”x20”x2.5” steam table pans • Fan forced convection steam • Automatic water level control • Automatic Drain Control • On-Demand power control for faster heat up • Stainless steel compartment door and latch • Electro-Mechanical Timer, Timed and manual bypass switch • 40” high equipment stand • 32,00 BTU per compartment high efficiency atmospheric gas boilerless style heating system • Dimensions: 74.31x25.5x38.93 • One year parts and labor warranty 	3			

4.	<p><u>Cleveland LEG Type, Gas Fired Kettle, Tilting, 2/3 Steam Jacketed 40 gal. Model No. KGL-40-TSH(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • High Efficiency Power Burner Heating System (62% - 65% efficiency) • Insulated Heat Exchanger • Automatic Ignition • Steam Jacket permanently filled with treated, distilled water so no venting required • Front Mounted Pressure/Vacuum Gauge • Type 304 Stainless steel • Tilt mechanism • 50 psi Steam Jacket rating and safety valve • Standard 115 volts, 60 Hz, single phase with supplied cord and plug • One year parts and labor warranty 	1			
5.	<p><u>Cleveland Short Series, Tilting Full Steam Jacketed Electric Kettle 40 gal Model No. KEL-40-TSH(or Approved Equal)</u></p> <ul style="list-style-type: none"> • Steam Jacket permanently filled with treated, distilled water so no venting required • Accurat, constant solid state temperature controls • Type 304 Stainless steel • Tilt mechanism • 50 psi Steam Jacket rating and safety valve • One year parts and labor warranty • 208V 3 Phase 68.1 Amp 	1			
6.	<p><u>Traulsen 77" Refrigerator G Series, Model No. G30010 Self Contained, 3 Section with 3 Solid Doors(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • Reach-in, three-section • microprocessor control • 69.1 Cubic Feet • full height stainless steel doors (hinged left/right/right) • 9 epoxy coated shelves per section • One year parts and labor warranty 	1			
7.	<p><u>Continental Designer line Roll Thru Warmer, Model# DL1WI-SS(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • Circulating fan and Humidity Relief Vent • Stainless steel front, Aluminum Ends & Interior • 2 Self-Closing Doors • Automatic Interior Lighting • 1 Rack including wheels 27" x 29" x 66 ¼" • Exterior Digital Thermometer & Thermostat Control • 208 V • 7.8 Amp • Dimensions: 35 ¼" W x 35 ½" D x 86" H • One year parts and labor warranty 	1			

8.	<p><u>Traulsen 77" Freezer G Series, Model No. G31310(Or Approved Equal) Self Contained, 3 Section with 3 Solid Doors(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • Reach-in, three-section • microprocessor control • 69.1 Cubic Feet • full height stainless steel doors (hinged left/right/right) • 9 epoxy coated shelves per section • One year parts and labor warranty 	1			
9.	<p><u>True 30" Glass Sided Vertical Air Curtain Merchandizer, Model TAC-14GS(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • 13.9 Amps, 60 Hz, 115 Volts • Compressor located on bottom • 34 Cubic Feet • 4 Shelves • One year parts and labor warranty 	2			
10.	<p><u>Everpure, KleenSteam II Single, Model No.EV979721A Water Filtration System(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • Must reduce chlorine-induced erosion • Deliver high quality filtered water with scale inhibition and deliming capabilities • Fine filter water to improve the performance, maximize energy efficiency to increase life of the steam equipment • Must be compatible with ordered steamers and combi ovens 	8			
11.	<p><u>Blodgett DFG100 Double Deck Standard Depth Gas Oven Model No. DFG100 (Or Approved Equal)</u></p> <ul style="list-style-type: none"> •Convection Oven •Natural Gas •Double Deck •Solid State Manual Controls •2-Speed Fan 	1			

FOOD SERVICE EQUIPMENT FOR CHILD NUTRITION SERVICES INSTALLATION INFORMATION

SCHOOL	EQUIPMENT TO BE INSTALLED	UTIL. REQ'D	NEW/REPLACED	NOTES
KIRK	Cleveland Steamer	Natural Gas	Replace	INSTALL (OLD REMOVED)
	Cleveland Kettle	Natural Gas	Replace	INSTALL (OLD REMOVED)
	Blodgett Stack Oven	Natural Gas	Replace	INSTALL (OLD REMOVED)
	2 Water Filters	Water	New	INSTALL
CHS-G	Blodgett Combi Oven	Natural Gas	New	INSTALL
	Cleveland Steamer	Natural Gas	Replace	INSTALL (OLD REMOVED)
	2 Water Filter	Water	New	INSTALL
BANCROFT	Cleveland Steamer	Natural Gas	New	INSTALL
	Blodgett Combi Oven	Natural Gas	New	INSTALL
	2 Water Filter	Water	New	INSTALL
PULASKI	Traulsen 3 Door Freezer	115V	Replace	INSTALL (OLD REMOVED)
	Traulsen 3 Door Refrig	115V	Replace	INSTALL (OLD REMOVED)
	Pass-thru Warmer	120V	Replace	INSTALL (OLD REMOVED)
BAYARD	Cleveland Kettle	208 3 Phase	New	INSTALL
	Cleveland Steamer	208 3 Phase	Replace	INSTALL (OLD REMOVED)
	2 Water Filters	Water	New	INSTALL
SHUE	Blodgett Combi Oven	Natural Gas	New	INSTALL
MEDILL	2-True Air Curtain Refrig	115V	Replace	INSTALL (OLD REMOVED)
EQUIPMENT BREAKDOWN:				
STEAMERS	4	AIR CURTAIN	2	
SOUP KETTLES	2	WATER FILTER	8	
COMBI OVENS	3	OVEN	1	
3 DOOR FREEZER	1	WARMER	1	
3 DOOR REFRIG.	1			

Attachement 1

FOOD SERVICE EQUIPMENT FOR CHILD NUTRITION SERVICES
DELIVERY LOCATION ADDRESSES

Kirk Middle School

140 Brennen Drive
Newark, DE 19713
Phone: 302-454-2164
Fax: 302-454-3491

Christiana High School

190 Salem Church Road
Newark, DE 19713
Phone: 302-631-2400
Fax: 302-454-3490

Bancroft Elementary School

700 N. Lombard Street
Wilmington, DE 19801
PH 302-429-4102
Fax: 302-429-3956

Pulaski Elementary School

1300 Cedar Street
Wilmington, DE 19805
Phone: 302-429-4136
Fax: 302-429-3955

Bayard Middle School

200 S DuPont Street
Wilmington, DE 19805
Phone: 302-429-4118
Fax: 302-429-4153

Shue-Medill Middle School

1500 Capitol Trail
Newark, DE 19711
Phone: 302-454-2171
Fax: 302-454-3492

Newark High School

750 E. Delaware Avenue
Newark, DE 19711
Phone: 302-631-4700
Fax: 302-454-2155