

STATE OF DELAWARE



DEPARTMENT OF CORRECTION INVITATION TO BID KITCHEN EQUIPMENT

CONTRACT NO. DOC-11001-KITCHEQUIP

March 21, 2011

**- Deadline to Respond -
April 12, 2011
2:00 PM, EST**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for KITCHEN EQUIPMENT.

The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. DOC-11001KITCH EQUIP

- 1 DEFINITIONS and GENERAL PROVISIONS
 - A – GENERAL PROVISIONS
 - B – AWARD AND EXECUTION OF CONTRACT
 - C – GENERAL
- 2 INVITATION TO BID
- 3 SPECIAL PROVISIONS
- 4 CONTRACT REQUIREMENTS
- 5 SPECIFICATIONS
- 6 DOC SECURITY REQUIREMENTS & PROCEDURES
- 7 VENDOR PROPOSAL SECTION
 - A – VENDOR PROPOSAL FORM
 - B – NO BID REPLY FORM
 - C – NON-COLLUSION STATEMENT AND ACCEPTANCE
 - D – OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number **by April 12, 2011 at 2:00 PM EST.**

Bids shall be submitted to:

**State of Delaware
Department of Correction
Paul Giery
Purchasing Services Administrator
245 McKee Road
Dover, DE 19904**

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 call (302) 857-5262.

NOTE TO VENDORS: All vendors must be able to accept payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs, or conditions. This means that at the time of the award of the contract, the vendor must be setup and able to accept the VISA credit card for payments. If you are not able to accept this type of payment, the award will go to the next lowest bidder.

**STATE OF DELAWARE
DEPARTMENT OF CORRECTION**

**DEFINITIONS
AND
GENERAL PROVISIONS**

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

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet

DESIGNATED OFFICIAL: The agent authorized to act for the Agency

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

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

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

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

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

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

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 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 his proposal a guaranty in sum equal to at least 10% of the total value of his 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
Department of Correction
Paul Giery
Purchasing Services Administrator
245 McKee Road
Dover, DE 19904**

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.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his 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. Prior notice of attendance is required.

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 his 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. Unit prices obviously unbalanced either in excess or below reasonable cost analysis values.
- e. Any unauthorized additions, interlineation, 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.

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. AWARD OF CONTRACT:

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, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

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

6. WARRANTY:

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

7. THE CONTRACT(S):

The contract(s) with the successful bidder(s) will be executed with the Department of Correction 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 bidders shall be required to advise the Department of Correction of the gross amount of purchases made as a result of the contract.

10. **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.

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 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.

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 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 Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

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

6. **TAX EXEMPTION:**

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

The Department of Correction 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 Department of Correction 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.

INVITATION TO BID

Sealed bids for **DOC-11001KITCH EQUIP** shall be received by the Department of Correction, Purchasing Department, 245 McKee Road, Dover, DE 19904, until **April 12, 2011 at 2:00 PM local time**, at which time bids will be opened, read and recorded.

Prevailing wage rates as prescribed by Delaware Law must be adhered to where applicable.

NOTE TO VENDORS: The signature line on the **Non-Collusion Statement must be signed or the bid will automatically be rejected.**

If you do not intend to submit a bid, please return the "No Bid Reply Form."

NOTE: Only the Bidder's name will be read at the bid opening.

For further bidding information, please contact:

Paul Giery
Purchasing Administrator
245 McKee Road
Dover, DE 19904
(302) 867-5262

or

Paul.Giery@state.de.us

SPECIAL PROVISIONS

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

This contract will be issued for the purchase of Kitchen Equipment for the Department of Correction. **Vendor pricing must include delivery of the new equipment. Any freight cost must be quoted separately on the vendor proposal form.** Due to the nature of the delivery location, it is strongly recommended that vendors contact each facility for a site visit prior to the submission of a bid.

CONTACT PERSON

Michael Knight
Food Service Administrator
(302) 857-5313

FACILITY

Delaware Department of Correction
245 McKee Road
Dover, DE 19904

1. Shipping Terms: F.O.B. destination;
2. 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 the Department of Correction to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
3. All items shall be guaranteed against all defects in workmanship and materials as provided by the manufacturer's standard warranty.
4. The vendor shall replace any defective item within (15) days of notification in writing or by fax by the agency at no charge to the State.
5. All items offered are to be high quality, identical with regular stock products sold under the same brand or trade name to the retail trade.
6. All products must carry the full standard warranty provided by the manufacturer.

CONTRACT REQUIREMENTS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the kitchen equipment requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **CONTRACT PERIOD:**

Contract will be issued for the purchase of Kitchen Equipment for the Department of Correction. **This will include delivery of the new equipment.** Due to the nature of the delivery locations, it is strongly recommended that vendors contact the facility for a site visit prior to the submission of a bid. It is the sole responsibility of the vendor to visit the site for measurement of specified equipment and ensure proper fit of the awarded equipment in specified locations. See Specifications for detail.

3. **PRICES:**

Prices shall remain firm for the term of the contract.

4. **MOST-FAVORED CUSTOMER:**

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

5. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for four (4) six (6) month periods, Department of Correction 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.

6. **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/\$3,000,000.00 per occurrence.

and

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

or

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

Or

- d. Product Liability - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000.00 each person and \$300,000.00 each accident as to bodily injury and \$25,000.00 as to property damage to others .
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Paul Giery
Contract No. DOC-11001KITCH EQUIP
State of Delaware
Department of Correction
245 McKee Road
Dover, Delaware 19904**

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

7. **BASIS OF AWARD:**

Department of Correction 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.

Department of Correction 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.

8. **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.

9. **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.

10. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. Department of Correction shall evaluate each exception according to the intent of the terms and conditions contained herein, but Department of Correction 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.

11. **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.

12. **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.

13. **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 Department of Correction 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.

14. **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, Department of Correction. The awarded vendor(s) shall submit their **W-9** with the executed contract form.

15. **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.

16. **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 State.

17. **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.

18. **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.

19. **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 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.

20. **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 where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005. Failure to provide this information could render the bid as non-responsive.

21. **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.

SPECIFICATIONS – JAMES T. VAUGHN CORRECTIONAL CENTER

Facility Contact:

Christopher Senato, Food Service Director
302-659-6622 or 302-653-9261 x2654
James T. Vaughn Correctional Center
Food Services
1181 Paddock Road, Smyrna, DE 19977

EQUIPMENT ITB – BID FOR EQUIPMENT AND DELIVERY ONLY

SPECIFICATION:

(1) Each - Model# 84186 – Hobart Food Cutter with 18" Stainless Steel Bowl, Double Cutlery Grade Stainless Steel Knives with Stainless Steel Knife Comb and 3" Stainless Steel Legs with Rubber Feet

Standard Features:

- 1 H.P. Motor
- 15 Pound Capacity
- 18" Stainless Steel Bowl
- One-piece Burnished Aluminum Housing
- 1725 RPM Knife Rotation
- Bowl Cover Safety Interlock
- 20 RPM Bowl Rotation
- Double Cutlery Grade Stainless Steel Knives
- Pull/Push On/Off Switch
- 3" Stainless Steel Legs With Rubber Feet
- 6' Flexible Cord and Plug

Electrical: 115/60/1

Options: #12 Attachment Hub

Warranty: Unit has a full one-year warranty on parts, labor and mileage against manufacturer's defects.

SPECIFICATIONS – HOWARD R. YOUNG CORRECTIONAL INSTITUTION

Facility Contact:

Paul Downing, Food Service Director

302-429-7758

Howard R. Young Correctional Institution

Food Services

1301 E. 12th Street, Wilmington, DE 19801

Equipment - ITB BID FOR EQUIPMENT AND DELIVERY ONLY

SPECIFICATION:

(2) Each – Commercial Food Processor Robot Coupe Series “E” Model R602X

- 2.5 HP Single-phase motor, direct-drive, fan cooled. push-button on/off switches
- Continuous feed attachment
- Electrical requirements: 120V/ 60Hz/ 15 Amp
- 2 feed openings.
- Standard model: includes 1/8” disc slicer (#28064) and 1/8” grater (#28058)
- 1 year parts/ labor warranty
- 14-1/4” L x 14-3/4” W x 25-13/16” H
- Weight: 70 lbs
- Parts & labor warranty, standard

EQUIPMENT ITB – BID FOR EQUIPMENT AND DELIVERY ONLY

SPECIFICATION:

(2) Each – Manual Gravity Feed Slicer Berkel #Model X13

- Motor-1-speed, ½ hp totally enclosed and permanently lubricated ball bearings, thermally protected.
- Electrical-furnished in 115/60/1, 7 amps, AC, ETL Listed, with 3-wire cord and plug.
- Finish/Construction-base, product table, pusher, support arm and upper housing are constructed of FDA approved, engineered polymers reducing the number of seams. Gauge plate and center plate are anodized aluminum. All controls are sealed and located out of the drip zone.
- Knife-13” (330mm) diameter, hollow ground, hardened and polished stainless steel.
- Knife Sharpener-Removable and submersible table mounted, two stone, dual action design to ensure correct pressure and contact angle are always applied, thus reducing knife wear and delivering a perfect edge. Borazon stones last longer, sharpen faster and clean easier.

- Thickness Control-index knob controls a precision, variable pitch barrel cam with ultra-fine adjustment in the first revolution and opens to a thickness of 1-5/16" (34mm) for accurate and consistent slicing. This control is located out of the drip zone on the upper left to provide quick and easy access for operation and cleaning.
- Gauge Plate Interlock-Mechanical interlock using twisted wire, aircraft cables. Table must be in the home position and gauge plate closed to remove table. Once table is removed, the gauge plate can not be opened.
- Cutting capacity shown in chart below.
- Product table-full gravity feed 45 degree angle with articulating rear mounted pusher that runs the entire length of the table to secure product for increased yield and consistency in every slice.
- Kick Stand-a simple kick stand supports the slicer for easy access to clean under the slicer.
- No-volt release-Requires restarting the slicer in the event of a power interruption.
- Knife Ring Guard-Permanent tapered guard covers the non-slicing portion of the knife edge.
- Controls-sealed push-button switches located on the index knob housing out of the drip zone.
- Warranty-part, labor and travel coverage for one year, exclusive of wear items

SPECIFICATIONS – SUSSEX CORRECTIONAL INSTITUTION

Facility Contact:
 Deborah Melvin, Food Service Director
 302-856-5282 x 5320 or 5325
 Sussex Correctional Institution
 Food Services
 US #13, Georgetown, DE 19947

EQUIPMENT ITB – BID FOR EQUIPMENT AND DELIVERY ONLY

SPECIFICATION:

(2) Each - Cook's Heavy Duty 264 Cafeteria Tray Drying Rack Model Number TDRHDT-2644

- All-welded aluminum construction
- 8 vertical corner bumpers to protect both the rack and walls
- 1.50" x 1.75" x 0.070" upright and cross braces
- All guides are 0.090" thick and radiused for safety
- 6" x 2" polyolefin casters, all swivel
- Lifetime warranty against rust and corrosion
- 1 year warranty against manufacturing defects
- 3 shelf design
- 1.5" tray spacing

- 264 tray capacity
- Dimensions: 70-3/8"W x 29"D x 61-5/8"H

SPECIFICATIONS – WEBB CORRECTIONAL FACILITY

Facility Contact:

Emanuel Walker, Food Service Director
302-577-3004 x 1119
WEBB Correctional Facility
Food Services
Greenbank Road, Wilmington, DE 19805

EQUIPMENT ITB – BID FOR EQUIPMENT AND DELIVERY ONLY

SPECIFICATION:

Model # AWT5-NG

(1) Each – Serving Counter, Hot Food, Gas Standard Features

- Water bath hot food table natural gas 79" L (5) 12" x 20" openings, s/s water pan, top & enclosure, 8" poly cutting board, s/s plate shelf gelv legs & under shelf, adjustable feet, pressure regulator, 30,000 BTU, NSF
- Stainless steel legs & under shelf, add s model number
- DSSP- HT5 Deluxe serving shelf, for 5 –pan size unit, Acrylite front panel
- Acrylite end panels, both ends add suffix "LR" to model number
- TS-DB-HT5 Tray Shelf, 79" x 10 " W, drop buckets
- 300489 Faucet, 10"L

Warranty: Unit has a full one-year warranty on parts, labor and mileage against manufacturer's defects.

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 to 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 DPC including their 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 within 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 it takes the guards 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 past projects at a Department of Correction site, it takes between one half to one hour to enter or leave the facility.
- h. Contractor is also 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 "Security Clearance Application" is required for all employees (see next page for application).

**DELAWARE DEPARTMENT OF CORRECTION
BUREAU OF PRISONS
SECURITY CLEARANCE APPLICATION**

PLEASE PRINT CLEARLY

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

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

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

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

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

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

CITY/STATE OFFENSE OCCURRED: _____ DATE: _____

COUNTRY (IF OTHER THAN USA): _____

OFFENSE: _____ SENTENCE: _____

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

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

ARE YOU RELATED IN ANYWAY TO ANYONE INCARCERATED IN A DELAWARE INSTITUTION? : YES NO IF YES, NAME OF INMATE AND YOUR RELATIONSHIP TO THEM: _____

REASON FOR CLEARANCE: _____ DATE OF ACTIVITY: _____

PLEASE READ AND SIGN:

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

SIGNATURE: _____ DATE: _____

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

DELAWARE WANTS/WARRANTS: _____ DELAWARE CRIMINAL HISTORY: _____

NCIC WANTS/WARRANTS: _____ NCIC CRIMINAL HISTORY: _____

DELJIS/NCIC INVESTIGATOR: _____

SIGNATURE: _____ DATE: _____

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

Signature: _____ Date: _____

3. CONTRABAND/TOOL CONTROL

a. Title 11, Section 1256 of the Delaware Code specifies that,

“A person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduce 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 prescription 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. Any 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. Any 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. At entry control points, vehicles and personnel will be searched including any tools or relating equipment. No tools will remain on won work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.

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.

2. Lost or stolen tools must be reported to security of the Department of Correction.

3. Broken saw blades must be removed from the property (not left or discarded on site).

4. GENERAL REQUIREMENTS

- a. When workers are finished for the day, all tools will be accounted for by the worker and escorting officer.
- 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 the 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 which might be used as weapons do not fall into the hands of inmates.
- e. Anything of unusual nature as loss of 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 with.
- g. Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.
- h. Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.

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

- a. 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.):

1. Photo Identification Card

- a. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
 - 1. Name
 - 2. Date of Birth
 - 3. Social Security Number
 - 4. Address
- b. 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 collect at the end of the day and returned to the Main Gate.

2. Assigning Men to the Site

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.

3. Tools and Materials

No tools or materials shall be left unguarded at any time, and they 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.

4. Prison Records

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 give 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.

5. Workmen Lunch Area/Searches

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

6. Prohibited Items

The following items are prohibited from being brought onto the prison grounds and construction site:

- a. Alcoholic beverages and drugs
- b. Explosive and firearms
- c. Tobacco products

7. Working Dress and Workmen:

Workmen will maintain proper attire while working at the institution.

8. 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.
9. 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.
10. 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.
11. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc. Also no affectionate or intimate behavior between official visitors and inmates is permitted.
12. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
14. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmates and/or prison personnel are strictly prohibited.
16. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
18. 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 you communicate this confidentially to the Maintenance Superintendent.
19. Tools and Equipment Safety:
 - a. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.

- b. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
- c. Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent's direction for control of powder used and stored.

20. Construction Personnel Vehicle Parking:

- a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
- b. 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.

VENDOR PROPOSAL SECTION

To be considered for this contract, complete the following forms fully and completely and return to Department of Correction Purchasing Office, 245 McKee Road, Dover, DE 19904 by April 12, 2011, **2:00 p.m.** local time, at which time bids will be opened.

THE FOLLOWING ARE REQUIRED IN ORDER FOR YOUR BID TO BE CONSIDERED:

- 1. Non-Collusion Statement**
- 2. Vendor Proposal Form**
- 3. Security Clearance Application**

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 Department of Correction 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 bidder(s), not to serve as a forum for determining the apparent low bidders. After the responsiveness of each bid has been determined and receipt of a fully executed contract(s) have been received by the Department of Correction, disclosure of the bid results will be made available to all bidders and upon request by the public.

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

DOC-11001KITCH EQUIP
VENDOR PROPOSAL FORM

ITEM #	SPECIFICATIONS	QTY	ITEM COST	DELIVERY COST	TOTAL COST
1.	<p><u>Hobart Food Cutter, Model# 84186</u></p> <p>18" Stainless Steel Bowl, Double Cutlery Grade Stainless Steel Knives with Stainless Steel Knife Comb and 3" Stainless Steel Legs with Rubber Feet</p> <ul style="list-style-type: none"> • 1 H.P. Motor • 15 Pound Capacity • 18" Stainless Steel Bowl • One-piece Burnished Aluminum Housing • 1725 RPM Knife Rotation • Bowl Cover Safety Interlock • 20 RPM Bowl Rotation • Double Cutlery Grade Stainless Steel Knives • Pull/Push On/Off Switch • 3" Stainless Steel Legs With Rubber Feet • 6' Flexible Cord and Plug <p>Electrical: 115/60/1</p> <p>Options: #12 Attachment Hub</p> <p>Warranty: Unit has a full one-year warranty on parts, labor and mileage against manufacturer's defects.</p>	1			
2.	<p><u>Commercial Food Processor</u> <u>Robot Coupe Series "E" Model R602X</u></p> <ul style="list-style-type: none"> • HP Single-phase motor, direct-drive, fan cooled. Push-button on/ off switches. • Continuous feed attachment. • Electrical requirements: 120V/ 60Hz/ 15 Amp. • 2 feed openings. • Standard model: includes 1/8" disc slicer (#28064) and 1/8" grater (#28058). • 1 year parts/ labor warranty. • 14-1/4" L x 14-3/4" W x 25-13/16" H. • Weight: 70 lbs. • Parts & labor warranty, standard 	2			

3.	<p><u>Manual Gravity Feed Slicer</u> <u>Berkel #Model X13</u></p> <p>Motor-1-speed, ½ hp totally enclosed and permanently lubricated ball bearings, thermally protected.</p> <p>Electrical-furnished in 115/60/1, 7 amps, AC, ETL Listed, with 3-wire cord and plug. Power options noted on page 1.</p> <ul style="list-style-type: none"> • Finish/Construction-base, product table, pusher, support arm and upper housing are constructed of FDA approved, engineered polymers reducing the number of seams. Gauge plate and center plate are anodized aluminum. All controls are sealed and located out of the drip zone. • Knife-13” (330mm) diameter, hollow ground, hardened and polished stainless steel. • Knife Sharpener-Removable and submersible table mounted, two stone, dual action design to ensure correct pressure and contact angle are always applied, thus reducing knife wear and delivering a perfect edge. Borazon stones last longer, sharpen faster and clean easier. • Thickness Control-index knob controls a precision, variable pitch barrel cam with ultra-fine adjustment in the first revolution and opens to a thickness of 1-5/16” (34mm) for accurate and consistent slicing. This control is located out of the drip zone on the upper left to provide quick and easy access for operation and cleaning. • Gauge Plate Interlock-Mechanical interlock using twisted wire, aircraft cables. Table must be in the home position and gauge plate closed to remove table. Once table is removed, the gauge plate can not be opened. • Cutting capacity shown in chart below. • Product table-full gravity feed 45 degree angle with articulating rear mounted pusher that runs the entire length of the table to secure product for increased yield and consistency in every slice. • Kick Stand-a simple kick stand supports the slicer for easy access to clean under the slicer. • No-volt release-Requires restarting the slicer in the event of a power interruption. • Knife Ring Guard-Permanent tapered guard covers the non-slicing portion of the knife edge. • Controls-sealed push-button switches located on the index knob housing out of the drip zone. • Warranty-part, labor and travel coverage for one year, exclusive of wear items. 	2			
----	---	---	--	--	--

4.	<p><u>Cook's Heavy Duty 264 Cafeteria Tray Drying Rack</u> <u>Model Number TDRHDT-2644</u></p> <ul style="list-style-type: none"> • All-welded aluminum construction • 8 vertical corner bumpers to protect both the rack and walls • 1.50" x 1.75" x 0.070" upright and cross braces • All guides are 0.090" thick and radiused for safety • 6" x 2" polyolefin casters, all swivel • Lifetime warranty against rust and corrosion • 1 year warranty against manufacturing defects • 3 shelf design • 1.5" tray spacing • 264 tray capacity • Dimensions: 70-3/8"W x 29"D x 61-5/8"H 	2			
5.	<p><u>Serving Counter, Hot Food, Gas, Model # AWT5-NG Standard Features:</u></p> <ul style="list-style-type: none"> • Water bath hot food table natural gas 79" L (5) 12" x 20" openings, s/s water pan, top & enclosure, 8" poly cutting board, s/s plate shelf gelv legs & under shelf, adjustable feet, pressure regulator, 30,000 BTU, NSF • Stainless steel legs & under shelf, add s model no. • DSSP- HT5 Deluxe serving shelf, for 5 –pan size unit, Acrylite front panel • Acrylite end panels, both ends add suffix "LR" to model no. • TS-DB-HT5 Tray Shelf, 79" x 10 " W, drop buckets • 300489 Faucet, 10"L <p>Warranty: Unit has a full one-year warranty on parts, labor and mileage against manufacturer's defects.</p>	1			

STATE OF DELAWARE
DEPARTMENT OF CORRECTION
PURCHASING OFFICE
245 MCKEE ROAD
DOVER, DELAWARE 19904

NO BID REPLY FORM

BID #DOC-11001KITCHEQUIP BID TITLE: KITCHEN EQUIPMENT

To assist us in obtaining feedback about our Invitations to Bid, we ask that each firm that does not wish to bid, state their reason(s) below and return to the above address.

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

CONTRACT NO: DOC-11001KITCH EQUIP
TITLE: KITCHEN EQUIPMENT
OPENING DATE: April 12, 2011 AT 2:00 PM EST

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 the State of Delaware, Department of Correction.

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, Division of Purchasing.

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 _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS:	<u>Women Business Enterprise (WBE)</u>	Yes	No	<u>Minority Business Enterprise (MBE)</u>	Yes	No	<u>Disadvantaged Business Enterprise (DBE)</u>	Yes	No
--------------------------	--	-----	----	---	-----	----	--	-----	----

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____



**State of Delaware
Office of Minority and Women Business Enterprise
Certification Application**



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.

Document Request checklist

- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

Documents to attach to your application	Sole Prop	Part/LLP	Corp/S-Corp	LLC	OMWBE Use
Notarized Minority and Women Business Enterprise Affidavit form					
Copy of birth certificate, permanent resident card, passport or tribal memberships					
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.					
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)					
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees					
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements					
Articles of Incorporation with all amendments					
Minutes of the last annual shareholders meeting					
By-laws and By-law Amendments					
Copy of most recent Stock Ledger					
Copy of Certificate of Organization					
Copy of Operating Agreement					

Delaware Minority and/or Women Business Enterprise Certification

Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

**Office of Minority and Women
Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901**

Phone: (302) 739-4206

Fax: (302) 739-1965

Web site: www.state.de.us/omwbe

Definitions

Minority and/or Women Business Enterprise

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marinas.

Hispanic Americans. Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

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

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. *(Please reference above definitions)*
- 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." *(Please reference above definitions)*

Reasons for denial *(please note the below may include but not be limited to)*

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site www.state.de.us/omwbe
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:
Office of Minority and Women Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q; Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

State of Delaware Minority and/or Women Business Enterprise Application
All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:
 Office of Women and Minority Business Enterprise
 Haslet Armory
 122 William Penn Street
 Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**Note – This section must be filled out in its entirety for the application to be processed.
 Incomplete applications will not be processed.**

1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN)			
Legal Name of Firm:			
Doing Business As (If applicable):			
Federal E.IN or SSN:		E-Mail Address:	
Address line 1:			
Address line 2:			
City		State	Zip Code
Country			
Telephone Number:		Extension:	Fax Number:
Company Web Site Address:			
Corp <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>
LLP** <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Joint Venture <input type="checkbox"/>	
Date firm was established?			
Date firm began doing business (date of first contract or sale)			

* Limited Liability Corporation
 ** Limited Liability Partnership

2. Primary owner applicant information				
Name:			Title:	
Home Address:		City:	State:	Zip Code:
Country:				
Telephone Number:		Extension:	Fax Number:	
E-Mail Address:				
Date owner acquired controlling interest?				
Sex: <input type="checkbox"/> M <input type="checkbox"/> F			Ethnic Group:	
U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes				

3. Firm is applying as:			
Minority Business Enterprise		Women Business Enterprise	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American
<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> Other	<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> White American
		<input type="checkbox"/> Other	

4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed.

5. Five digit North American Industry Classification System (NAICS) Code(s):
(To assist you in determining your NAICS Code(s) go to www.census.gov/naics)

1.	2.	3.	4.	5.	6.
----	----	----	----	----	----

6. Type of Business		
<input type="checkbox"/> Building trade	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other
<input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier	
<input type="checkbox"/> Generalized service	<input type="checkbox"/> Highway Construction	
<input type="checkbox"/> Licensed professional services		

7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.

Name	Title	Date Appointed	Gender	Ethnicity
Officers of the Company				
Board of Directors				

8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

No Yes (If yes, identity below)

--

9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one) No Yes

10. Please list the gross receipts of last two years

(A) Year Ending:	Gross Receipts:
(B) Year Ending:	Gross Receipts:

11. Number of employees	Full time:
	Part time:
	Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

13. Identify persons or firms who provide Legal, Accounting, and Banking services:		
Attorney:		Contact:
Phone:	Fax:	Email:
Address:		
Accountant:		Contact:
Phone:	Fax:	Email:
Address:		
Bank:		Contact:
Phone:	Fax:	
Address:		

14. If the business is a corporation or LLC, please list the following information:
a. Total shares authorized:
b. Total shares issued to date:
c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain below)

15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.		
1. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
2. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
3. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? No; Yes *(If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

--

17. Debarment

Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware? No; Yes.

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.
 No Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

19. How did you hear about the Office of Minority and Women Business Enterprise:

<input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization	<input type="checkbox"/> OMWBE staff at a trade show or expo
<input type="checkbox"/> OMWBE's web site	<input type="checkbox"/> Materials published by OMWBE
<input type="checkbox"/> Referred by another organization	<input type="checkbox"/> Referred by the owner of an MBE or WBE
<input type="checkbox"/> Delaware state employee	<input type="checkbox"/> Other, please explain briefly:

Optional Questions

You are not required to answer the following questions and the answers will not affect your company’s eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren’t necessary.

For all companies
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes
Number of government contracts, subcontracts, or sales completed (estimate):
For Construction-Related Companies Only (not including suppliers of construction materials)
What is your company’s bonding capacity? \$ _____ (indicate “unknown” if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

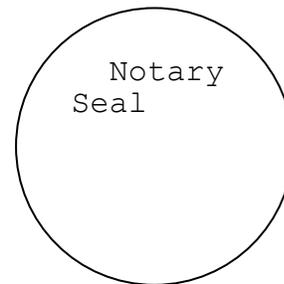
Subscribed and sworn to before me this _____ day of _____ a.d.
Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____
Date



March 10, 2011

Delaware MEP
400 Stanton-Christiana Road - Suite A-158
Newark, DE 19713

To Whom It May Concern:

State of Delaware, Department of Correction, currently has the following procurement opportunity available and would appreciate your efforts in notifying Delaware companies that may be interested in reviewing the contract specifications and submitting a bid.

1. Contract Description: Kitchen Equipment
2. Contact Person: Paul Giery
Phone No. 302-857-5262
3. Contract No. DOC11001KITCHEQUIP
4. Bid Deadline: April 5, 2011, 2:00 PM
5. Bid Opening Location: State of Delaware, Department of Correction, 245 McKee Road, Dover, DE 19904

All bids must clearly display the contract number on the sealed envelope.

Sincerely,

Paul Giery
Purchasing Services Administrator