

STATE OF DELAWARE



DEPARTMENT OF CORRECTION INVITATION TO BID KITCHEN EQUIPMENT

CONTRACT NO. DOC12112-KITCHEQUIP

DECEMBER 8, 2011

**- Deadline to Respond -
December 27, 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. DOC12112-KITCHEQUIP

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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 December 27, 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 **DOC12112-KITCHEQUIP** shall be received by the Department of Correction, Purchasing Department, 245 McKee Road, Dover, DE 19904, until **December 27, 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
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. DOC12112-KITCHEQUIP
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

Phone: (302) 659-6622

James T. Vaughn Correctional Center

1181 Paddock Road, Smyrna, DE 19977

EQUIPMENT ITB - BID FOR EQUIPMENT AND DELIVERY ONLY.

Department will use contracted vendor for installation and removal.

SPECIFICATIONS:

1 Each—Traulsen Reach-in Refrigerator, Model No. RHT132WUT-FHS (Or Approved Equal)

- Spec-Line Refrigerator, Reach-in, One-Section, self-contained refrigeration, stainless steel exterior and interior, standard depth, wide full-height doors, INTELA-TRAUL™ microprocessor controls
- Dimensions: 83.25(h) x 29.88(w) x 35.00(d)
- 115v/60/1ph, 7.0 amps, w/cord & NEMA 5-15P, standard
- 1 yr service/labor, 5 yr compressor & 2 yr control warranty, standard
- Door hinged on right, standard
- HSP locking hasp, not to include lock

1 Each—Univex 30-quart Floor Mixer, Model No. SRM30+(Or Approved Equal)

- 1 HP Capacitor Start Motor.
- Variable Speed Drive: Four Fixed Speeds or any speed in-between.
- Change speeds without having to stop the mixer.
- Two-piece, stainless steel, dishwasher safe safety guard.
- Heavy-duty stainless steel bowl.
- #12 Power Take-Off (PTO) hub.
- Hardened alloy gears in transmission.
- Cord and plug.
- Includes 30 quart stainless steel bowl, batter beater, wire whip, dough hook, ingredient chute, and 15-minute timer.
- 30-quart bowl truck.
- 2-year, on-site parts and labor warranty.
- 115V,60HZ,1PH,13.6A.

SPECIFICATIONS – Howard R. Young Correctional Institution

Facility Contact:

Paul Downing, Food Service Director

Phone: (302) 429-7758

Howard R Young Correctional Institution

1301 East 12th Street, Wilmington, DE 19802

EQUIPMENT ITB – BID FOR EQUIPMENT AND DELIVERY ONLY.

Department will use contracted vendor for install and removal.

SPECIFICATIONS:

2 Each – Vulcan Tilt Skillet / Braising pan, Electric Vulcan Hart Model # VE40(Or Approved Equal)

- Stainless steel front, sides and 12' legs with adjustable flanged feet
- Stainless steel finished back
- Front hinged polished stainless steel pan body with covered interior corners and embossed gallons markings. Stainless steel cooking surface bonded to steel plate. Full width 4" return flange with formed pouring lip and removable strainer
- Stainless steel spring assist cover with wrap around handle and condensate lip
- Stops in place for vented cooking.
- Drop away food receiving pan support mounts under pouring lip.
- Manually operated pan lifting mechanism with folding swing away handle. Pan can be fully tilted to empty completely with approximately (30) crank revolutions.
- Flat firebar heating elements affixed to pan bottom for even heat distribution. Elements shut off when pan is tilted (5°)
- Solid state temperature controls.
- Water tight controls and enclosures
- Shipped for 208/60-50/3 electrical service. Can be field converted to 208/60-50/1 and 204/60-50/3 and 240/60-50/1.
- 1-year limited parts & labor warranty, standard

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 **December 27, 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

DOC12112-KITCHEQUIP
VENDOR PROPOSAL FORM

ITEM #	SPECIFICATIONS	QTY	ITEM COST	DELIVERY COST	TOTAL COST
1.	<p><u>Traulsen Reach-in Refrigerator, Model No. RHT132WUT-FHS(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • Spec-Line Refrigerator, Reach-in, One-Section, self-contained refrigeration, stainless steel exterior and interior, standard depth, wide full-height doors, INTELA-TRAUL™ microprocessor controls • Dimensions: 83.25(h) x 29.88(w) x 35.00(d) • 115v/60/1ph, 7.0 amps, w/cord & NEMA 5-15P, standard • 1 yr service/labor, 5 yr compressor & 2 yr control warranty, standard • Door hinged on right, standard • HSP locking hasp, not to include lock 	1			
2.	<p><u>Univex 30-quart Floor Mixer, Model No. SRM30+(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • 1 HP Capacitor Start Motor. • Variable Speed Drive: Four Fixed Speeds or any speed in-between. • Change speeds without having to stop the mixer. • Two-piece, stainless steel, dishwasher safe safety guard. • Heavy-duty stainless steel bowl. • #12 Power Take-Off (PTO) hub. • Hardened alloy gears in transmission. • Cord and plug. • Includes 30 quart stainless steel bowl, batter beater, wire whip, dough hook, ingredient chute, and 15-minute timer. • 30-quart bowl truck. • 2-year, on-site parts and labor warranty. • 115V,60HZ,1PH,13.6A. 	1			

3.	<p><u>Vulcan Tilt Skillet / Braising pan, Electric Vulcan Hart Model # VE40(Or Approved Equal)</u></p> <ul style="list-style-type: none"> • Stainless steel front, sides and 12' legs with adjustable flanged feet • Stainless steel finished back • Front hinged polished stainless steel pan body with coved interior corners and embossed gallons markings. Stainless steel cooking surface bonded to steel plate. Full width 4" return flange with formed pouring lip and removable strainer • Stainless steel spring assist cover with wrap around handle and condensate lip • Stops in place for vented cooking. • Drop away food receiving pan support mounts under pouring lip. • Manually operated pan lifting mechanism with folding swing away handle. Pan can be fully tilted to empty completely with approximately (30) crank revolutions. • Flat firebar heating elements affixed to pan bottom for even heat distribution. Elements shut off when pan is tilted (5°) • Solid state temperature controls. • Water tight controls and enclosures • Shipped for 208/60-50/3 electrical service. Can be field converted to 208/60-50/1 and 204/60-50/3 and 240/60-50/1. • 1-year limited parts & labor warranty, standard 	2			
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STATE OF DELAWARE
DEPARTMENT OF CORRECTION
PURCHASING OFFICE
245 MCKEE ROAD
DOVER, DELAWARE 19904

NO BID REPLY FORM

BID #DOC12112-KITCHEQUIP 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: DOC12112-KITCHEQUIP
TITLE: KITCHEN EQUIPMENT
OPENING DATE: December 27, 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</u>	Y	N	<u>Minority</u>	Y	N	<u>Disadvantaged</u>	Y	N
	<u>Business</u>	e	o	<u>Business</u>	e	o	<u>Business</u>	e	o
	<u>Enterpris</u>	s		<u>Enterpris</u>	s		<u>Enterprise</u>	s	
(Please circle)	<u>e</u>			<u>e (MBE)</u>			<u>(DBE)</u>		
	<u>(WBE)</u>								

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 _____

http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf

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)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe
Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>