



Snack Vending Machines

CONTRACT NO. 11-12-13-2

Bid packets must be received by
2:00 p.m., Tuesday, December 13, 2011
Delaware State University
Purchasing Office
New Administration Building
1200 North DuPont Highway
Dover, DE 19901-2277

Point of Contact
Jessica Wilson
(302) 857-6272
(302) 857-6278 (FAX)

November 28, 2011

TO: ALL BIDDERS

The enclosed packet contains an "INVITATION TO BID" for Snack Vending Machines. The bid consists of the following documents:

INVITATION TO BID – CONTRACT NO. 11-12-13 -2

1. Definitions and General Provisions
2. Special Provisions, Invitation to Bid, and Scope of Work
3. Bid Reply Section
 - a. Non-Collusion Statement and Acceptance
 - b. Bid Reply Section

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 2:00 p.m., Tuesday, December 13, 2011, to be considered.

Please review and follow the information and instructions contained in the General Provisions and this Invitation to Bid. Should you need additional information, please call Jessica Wilson at (302) 857-6272.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit bids and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than two (2) calendar days notice by certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specification or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

SECTION 100.00 BID GENERAL INFORMATION:

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

State:	The State of Delaware
Board:	The Delaware State University Board of Trustees
University:	The Delaware State University
Designated Official:	The person authorized to act for the Delaware State University Board of Trustees
Inspector:	Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract
Bidder:	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
Contractor:	Any individual, firm or corporation with whom a contract is made by the University
Surety:	The corporate body which 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 this acceptable performance of the work for which he has contracted
Bid:	The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
Advertisement For Bid:	The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished
Bid Bond:	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him
Special Provisions:	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
Contract:	The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following: <ul style="list-style-type: none">A. Bid by firm or individual furnishing materials and/or servicesB. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda (Sect 100, 200, 300, 400 inclusive) of the bid documentsC. Approved University purchase order
Performance, Labor & Material Payment Bond:	The approved form of security furnished by the Contractor 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 Special Provisions.

SECTION 200.10 EXECUTIVE ORDER 11246

GENERAL COMPLIANCE CERTIFICATE AND AGREEMENT OF VENDORS AND SUBCONTRACTORS

To: _____ AND ITS SUBSIDIARY CORPORATIONS

EXECUTIVE ORDER 11246

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirement of Executive Order 11246 as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in each order submitted to you for supplies or services exceeding \$10,000 if and so long as required by Executive Order No. 11246 and regulations issued hereunder by the Office of Federal Contract Compliance, Equal Employment Opportunity.

A. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency-contracting officer advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order

No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, accounts by the contracting agency of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such section with respect to any subcontractor's purchase order as the contracting agency may direct as a means of enforcing such provisions including sanction for non-compliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. CERTIFICATE OF NONSEGREGATED FACILITIES

Contractor does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is in violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

CORPORATE SEAL

BY: _____

ATTEST:

Secretary

SWORN to and SUBSCRIBED before me this ____ day of _____, 20____.

City of _____

County of _____

State of _____

My Commission Expires: _____

Notary Public

C. NOTICE OF PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be Submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

Contractor agrees to develop a written Affirmative Action Compliance program for each of its establishments as required by Section 60 140 Title 41 of the Code of Federal Regulations.

E. EMPLOYER INFORMATION REPORT (EEO-1 STANDARD FORM 100)

Contractor has filed standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1-7 of Title 41 of the code of Federal regulations. We are exempt from filing SF 100 (EEO-1) as defined above (check if applicable).

SIGNATURE OF BIDDER

SECTION 200.9 NON-COLLUSION STATEMENT

Delaware State University
Office of Purchasing
Dover, DE 19901-2275

Gentlemen:

This is to certify that the undersigned bidder

has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid for Contract No. _____ or any part(s) thereof, submitted to the Delaware State University on the ____ day of _____, 20__.

SIGNATURE OF BIDDER

CORPORATE SEAL

BY: _____

ATTEST:

Secretary

SWORN to and SUBSCRIBED before me this _____ day of _____, 20 ____.

City of _____ County of _____

State of _____

My Commission Expires: _____

Notary Public

SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS

ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:

SECTION 200.1 Presentation of Bids

A. Bids shall be presented on the forms issued with the specifications. Special lease or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink, in both written and numerical figures on the bid form and summary.

B. Bids shall be received at the Office of the Director of Purchasing, (unless otherwise indicated), Delaware State University, 1200 N. DuPont Highway, Dover, Delaware, 19901-2275, not later than the time state in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

Contract No.: 11-12-13-2

Name of Bidder:

Date of Opening: December 13, 2011 2:00 P.M.

C. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).

D. Delaware State University reserves the right to accept, or reject any or all bids either by item, section, job and/or by the total amount proposed is less than the sum of the individual items, sections, or jobs, it will be inferred that a discount was offered as an inducement to award all items, sections, or jobs to the bidder.

SECTION 200.2 Bid Guaranty

A. All bid bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).

B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.

C. Should a successful bidder, on being notified in writing by the University, fail to execute the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.

D. If no award contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

SECTION 200.3 Bid Withdrawal

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

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid is for any reason, unacceptable to the University.

SECTION 200.4 Bid Openings

A. Bids will be opened publicly and read at the place designated by the University, on the date and at the hour set forth in the advertisement. Bidders or their authorized representatives are invited to be present.

B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

SECTION 200.5 Rejection of Bids

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.

B. More than one (1) bid for the same contract from an individual firm, or corporation under the same, or different names (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than on principal, when separate bids are submitted.

C. Unsatisfactory performance record as proven by past experience with the University.

D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.

E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.

F. Any unauthorized additions, interlineations, conditioned or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.

G. Lack of bid bond or certified check accompanying bids exceeding \$10,000 in cost unless waived under "Special Provisions."

H. Delaware State University reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.

I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

SECTION 200.6 Notification of Award and Agreement

A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to

execute a formal contract (bids of \$10,000 or over), within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.

B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.

C. The University reserves the right to award this contract to more than one vendor pursuant to 29 Del. C. §6926. The University 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 University.

SECTION 200.7 Termination of Contract

A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this invitation to bid, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

SECTION 200.8 Performance, Labor & Material Payment Bond

A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.

B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.

C. Failure to submit properly executed bonds within twenty (20) days may result in the University awarding contract to the next lowest responsible bidder.

SECTION 200.9 Non-Collusion Statement

A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

SECTION 200.10 Compliance Certificate

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids exceeding \$10,000 shall properly execute the "General Compliance Certificate and Agreement of Vendors and

Subcontractors" form submitted herein. The form must accompany bids being submitted.

SECTION 300.00 GENERAL CONDITIONS

SECTION 300.1 Interpretation of Estimates

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

SECTION 300.2 Prices Quoted

A. Items covered by this bid are exempt of all Federal State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State University freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

SECTION 300.3 Use of Trade Names

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

SECTION 300.4 Or Equal Bids

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

SECTION 300.5 Merchandise Sample

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

SECTION 300.6 Warranty

A. Bidders shall include their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.

B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State University.

C. The contractor must submit warranty to the University that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with the specifications.

D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the University and will be rejected if found defective in any way, and not conforming with specifications.

SECTION 300.7 Delivery

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

SECTION 300.8 Liquidated Damages

A. If requested under section "Special Provisions" a designated sum will be deducted by Delaware State University from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will be excluded from the computations for the assessment of liquidated damages.

SECTION 300.9 Laws to be Observed

A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State University and all officers, agents and servants thereof against any claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself or his employees.

B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State University.

SECTION 300.10 Contract Documents

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein contemplated and required.

B. Delaware State University reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and specifications must be immediately returned to the University.

SECTION 300.11 Obligation of Bidder

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

SECTION 300.12 Billing

A. The successful bidder(s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

**Delaware State University
Accounts Payable
1200 N. DuPont Highway
Dover, DE 19901-2275**

SECTION 300.13 Terms of Payment

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally with thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

B. Delaware State University may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

SECTION 300.14 Funding Out

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

SECTION 400.00 SPECIAL PROVISIONS:

The following "Special Provisions" shall be considered by all Bidders as part of this Contract:

- 400.0 BID OPENING, TIME AND PLACE: All bids must be received no later than 2:00 P.M. December 13, 2011. Bids received after this time and date will not be accepted. Bids will be received by the Office of Purchasing, Administration Building, Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-2277, and will be publicly opened at the time and date indicated above.
- 400.1 CONTRACT REQUIREMENTS: This contract will be issued to provide snack vending machines for Delaware State University.
- 400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid for 36 months beginning January 1, 2012 and ending on December 31, 2015.
- 400.3 POINT OF CONTACT: The sole point of contact for purposes of this Invitation to Bid (ITB) is Jessica Wilson, Delaware State University, (302) 857-6272. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of the Purchasing Department.
- 400.4 PRICES: Prices shall remain firm until all of the terms and conditions contained herein are satisfied.
- 400.5 BID BOND REQUIREMENTS: Waived
- 400.6 PERFORMANCE BOND REQUIREMENTS: Waived
- 400.7 BASIS OF AWARD: Proposals will be evaluated on the following criteria:
- | | <u>CRITERIA</u> | <u>WEIGHT</u> |
|----|--------------------------------------|----------------------|
| 1. | Commission | 30 |
| 2. | Ability to provide service | 20 |
| 3. | Product line and pricing | 20 |
| 4. | References | 10 |
| 5. | Type and condition of equipment | 10 |
| 6. | Maintenance and cleaning of machines | <u>10</u> |
| | Total | 100 |
- 400.8 PRE-BID MEETING: Waived
- 400.9 DELAWARE BUSINESS LICENSE: All firms must have a Delaware business license as required by Delaware Code, Title 30, Section 2102.
- 401.0 HOLD HARMLESS: The vendor shall agree by offering a bid on this contract, that they shall indemnify and hold the State of Delaware and Delaware State University harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, and invitees on or about the premises and which arise out of the vendor's performance, or failure to perform as required by the University in this agreement.
- 401.1 NON-PERFORMANCE: **In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product and/or service on the open market. Any differences in the cost between the contract prices herein and the prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.**
- 401.2 FORCE MAJEURE: Neither the vendor nor the University shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of this contract.
- 401.3 BID/CONTRACT EXECUTION: Both non-collusion statement and the compliance certificate that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.

The following "Special Provisions" shall be considered by all Bidders as part of the Contract:

- 401.4 AMENDMENTS: The University reserves the right to amend this ITB at any time prior to the opening date. Addendum's, if necessary, will be issued a minimum of three (3) days prior to the date of opening via certified mail or fax to all prospective offerors who have picked up or were mailed specifications. All amendments issued by the University must be acknowledged as to the receipt of the same. Each amendment will provide a space for signature to acknowledge receipt. This signed amendment must be included in your bid package. **Failure to include this acknowledgement may be basis for rejection of the bid.**
- 401.5 PUBLIC INFORMATION: Offerors must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.
- 401.6 SITE INVESTIGATION: As applicable, offerors are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site (s) constitute grounds for any claim, or additional costs after the award of the contract.
- 401.7 CANCELLATION OF CONTRACT: In the event of unsatisfactory performance, Delaware State University reserves the right to cancel this contract upon written notice.

SECTION 500.00 SPECIFICATIONS:

All work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:

- 500.1 COMPLAINT: Unless the offerors bid expressly states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.
- 500.2 NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION: The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.
- 500.3 ASSIGNMENT: Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.
- 500.4 SPECIFICATIONS: The successful bidder (s) shall provide the following items, meeting at a minimum the specifications as listed:

GENERAL SPECIFICATIONS

500.5 LOCATIONS:

1. Memorial Hall
2. Martin Luther King, Jr., Student Center
3. William C. Jason Library
4. John R. Price Building (2)
5. Science Center (North)
6. Science Center (South) (2)
7. Grossley Hall
8. Delaware Hall
9. Thomasson Building
10. ETV Building
11. EH Building
12. Agriculture Building
13. Washington Building
14. Maintenance

15. Laws Hall
16. Jenkins Hall
17. Tubman/Wynder Hall
18. Conwell Hall
19. Warren/Franklin Hall
20. Evers Hall
21. Wilmington Campus
22. MBNA Building
23. Baker Building
24. Wellness and Recreation Center
25. Administration Building

At the present time, there are approximately 26 snack vending machines located throughout the campus complex, plus one (1) at the Wilmington Campus, 621 Market Street, Wilmington, Delaware, 19801. The Wilmington site will be moving to Kirkwood Highway in early 2012. Upon a site visit to the campus, the successful vendor shall recommend total requirements subject to approval of the University. The University reserves the right to increase or decrease requirements at any time during the contract.

500.6 DESCRIPTION OF MACHINES: Only new or completely reconditioned, like new machines will be accepted. Snack vending machines must be electronic with dollar bill validators and coin operation capability. Machines must be capable of supplying and must be able to hold the full range of packaging available in the industry today with respect to chips, crackers, gum, candies, pastries, health food products (example, trail mix, sunflower seeds, dried fruit, packaged meat snacks, and others, etc.). Vending machines should be vandal-proof models to enhance security. The University reserves the right to approve machines proposed by the vendor selected after designation but prior to installation of the machines.

Describe your ability to proactively research processes, technological improvements, optimal equipment utilization and efficiency available today and in the future to provide maximum satisfaction to the customer base.

What technology is available in your vending machines?

What other vending machines does your firm provide?

What vending machines would your firm recommend adding or upgrading to create added service?

500.7 PRODUCT SELECTION: All products being dispensed by vending machines must have approval of the University, including selling price.

All snack/food will be made available to the university in packages pursuant to specifications reasonably requested by the university. Your proposal shall identify all products sold or distributed by your company, including all specifications fully describing the portion size, packaging and dispensing capability. Include in this bid a list of products and the proposed cost of each item to the customer.

Successful bidder must use nationally known brand items and have access to immediate vending machines restocking items. Describe your ability to meet this condition.

Machines will be stocked with adequate merchandise with due consideration to rotation and variety. Describe your ability to meet this condition.

- 500.8 **MAINTENANCE:** The successful vendor shall be responsible for performing all routine maintenance that is expected to assure the continual operation of all machines at all times including any major overhauls, at no cost to the University. In addition, the vendor, at the request of the University, may be requested to replace any defective machine not being kept in good operation by the vendor.
- 500.9 **PRICE/INCREASES:** The University reserves the right to approve, review and accept or reject or negotiate any price increases in products being served. Vendor must provide at least thirty (30) days written notice of price increases.
- 500.10 **SERVICING:** All machines being placed on the University campus shall be serviced on a weekly basis. No outdated products are permitted.

Provide a delivery plan and schedule for the university to maintain adequate merchandise in all machines.

Detail the hours your representative will be working to accomplish all deliveries.

The successful bidder shall have adequate representation to accommodate the university account. The successful bidder shall identify a representative which will be made known to the university in writing by name to routinely review and inspect operations on the university sites. The representative will have the responsibility to call on the designated university representative and the Purchasing Department on a weekly basis.

Describe how you would provide representation to the university.

Identify the management team who will support this program. Submit position, title, phone numbers and a brief job description.

Who will be directly responsible for this account? Supply the individuals training and experience, including number of years with your company.

What is your average response time when a client request services?

Describe your follow up process with the client to assure that the problem has been resolved.

Detail your ongoing training program to keep staff updated on new products.

Do you background check your representative?

- 500.11 **USE OF UNIVERSITY FACILITIES:** Vendor and its employees or agents shall have the right to use those facilities as agreed upon. In addition, the University will provide electrical outlets for all machines; however, shall incur no liability for interruptions or power surges.

- 500.12 **PERMITS AND LICENSES:** Vendor shall, at its sole expense, procure and keep in effect, all necessary permits and licenses required for its performance under this bid and shall post or display in a prominent place, such permits and/or licenses as are required by law or city ordinances.

501.0 **TAXES:** Vendor shall pay, when due, all taxes or assessments applicable to vendor. Vendor shall comply with the provisions of the applicable status and the regulations of the applicable taxation authority. Educational institutions are exempt from State and Federal sales and use taxes unless specified otherwise. A tax exemption certificate will be furnished by the University upon request.

501.1 **MONTHLY REPORTS:** The vendor shall furnish a monthly report showing the elements of monthly income for each machine included in the contract. A commission check payable to Delaware State University shall accompany this report. Vendor shall agree to pay the University a commission of the percentage of gross sales from all machines.

What are the methods of recording, verifying and reporting cash sales?

What are the cash handling procedures, including procedures for holding funds overnight and transporting funds?

What is your purchasing, receiving, storage and inventory control system for products?

501.2 **REFUNDS:** Occasionally, vending machines malfunction and it is necessary to make refunds. The vendor shall arrange with the University's administration representative for a method to make these refunds in a manner that is mutually satisfactory.

Each machine should have a label, clearly posted on the machine on how to receive a refund. Describe your ability to accomplish this function.

501.3 **PROPOSAL FORMAT:** To facilitate the evaluation of the proposals, the following format shall be followed in the sequence as listed. Failure to follow this format will be cause for rejection of the proposal:

FORMAT SEQUENCE

1. **COMMISSION:** Clearly state what commission you will pay to Delaware State University on the gross sales of all vending machines.
2. **SERVICE:** Provide a clear narrative of your ability to provide your service to Delaware State University.
3. **RESPONSE TO SERVICE REQUEST:** Provide a clear description of your service call policy. Specifically, address the maximum time it will take your technicians to respond to a repair by the University.
4. **REFERENCES:** Provide a list of three (3) references of accounts similar to the size of Delaware State University. Provide the address of account, the name and telephone number of the contact person. The University reserves the right to contact any reference provided as part of the evaluation process.
5. **EQUIPMENT:** Describe the equipment to be provided to the University. Specifically, identify the number of new machines and/or reconditioned machines. Only new or completely reconditioned machines are acceptable. It is also required that machines be electronic with dollar bill validators and coin operation capability. If available, provide a brochure giving a description on the machine.

6. **PRODUCT AND PRICING:** Provide a detailed listing of your product line identifying the brand name. Also, indicate the proposed retail price for each item.
 7. **MAINTENANCE:** Provide a clear narrative of your maintenance program and procedure/frequency of cleaning or sanitizing of machines.
 8. **REPORTING:** Provide an example of your reporting format. At a minimum, reports must show gross receipts by location and machines.
 9. **REFUNDS:** Occasionally, vending machines malfunction and it is necessary to make refunds. Provide a clear narrative of your proposed method and policy for making these refunds.
- 501.4 **BID/PROPOSAL SUBMITTAL:** All bids or proposals must be submitted in the envelope provided with this package. Take care to identify your firm in the space provided on the face of the envelope. Envelopes must be sealed and submitted on or before the date and time specified herein.

REFERENCES:

Please provide the name, address and business contact for three (3) accounts that you provide similar snack vending service to in the State of Delaware.

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

**Delaware State University
Snack Vending Machines**

Contract No. 11-12-13-2

Vendor

Authorized Signature/Date

Address

Printed Name

City, State

Zip Code

Telephone Number

Fax Number

E-Mail Address

Federal EI Number

Please attach a W-9 to your completed bid packet.