



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

COFFEE/TEA

Invitation to Bid Contract No. GSS12044-COFFEE/TEA

June 4, 2012

**- *Deadline to Respond* -
June 19, 2012
*1:00 p.m. EDT***

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

CONTRACT NO. GSS12044-COFFEE/TEA

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Coffee/Tea. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS12044-COFFEE/TEA

1. DEFINITIONS and GENERAL PROVISIONS
2. SPECIAL PROVISIONS
3. TECHNICAL SPECIFICATIONS
4. BID QUOTATION REPLY SECTION
 - a. Attachment 1 – No Proposal Reply Form
 - b. Attachment 2 – Non-Collusion Statement
 - c. Attachment 3 – Exceptions
 - d. Attachment 4 – Business References
 - e. Attachment 5 – Monthly Usage Report
 - f. Attachment 6 – Subcontracting (2nd tier spend) Report
 - g. Attachment 7 – Office of Minority and Women Business Enterprise Certification Application
 - h. Attachment 8 – Performance Bond Form
 - i. Appendix A – Pricing Tab

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 June 19, 2012 at 1:00 p.m. EDT.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE - SUITE 4
DOVER, DE 19904-8202**

Please review and follow the information and instructions contained in the general and special provisions and technical specifications sections of the invitation. Should you need additional information, please contact Shelly Alioa at (302)857-4553 or shelly.alioa@state.de.us.

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Office of Management and Budget
Government Support Services

GOVERNMENT SUPPORT SERVICES

DEFINITIONS
AND
GENERAL PROVISIONS

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

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Government Support Services

A. 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.

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.

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.

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 the bidder.

BOND: The approved form of security furnished by the contractors and its 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.

CENTRAL CONTRACT: A contract intended to be managed by Government Support Services (GSS) on behalf of multiple agencies procuring the same (or similar) material or non-professional service.

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.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

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.

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.

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.

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 its acceptable performance of the work for which it has contracted.

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

B. 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 its 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 itself 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, containing original signatures in all locations requiring an offeror signature.
- 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.

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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 its proposal a guaranty in sum equal to at least 10% of the total value of its 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. NUMBER OF COPIES WITH MAILING OF PROPOSAL

The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one paper copy and one electronic copy on CD or DVD media disk. The paper copy shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. CD or DVD media disk must also contain the completed Appendix A Excel sheets, in Excel format.

12. 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
Office of Management and Budget
Government Support Services, Contracting Section
100 Enterprise Place – Suite 4
Dover, DE 19904-8202**

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.

13. WITHDRAWAL OF PROPOSALS

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

14. 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.

15. 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.

16. 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 its 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. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

C. 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. CONTRACT AWARD

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, its 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 Office of Management and Budget, Government Support Services 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 bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. CONTRACT EXTENSION

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

11. TERMINATION FOR CONVENIENCE

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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.

12. TERMINATION FOR CAUSE

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its 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.

D. GENERAL PROVISIONS

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 itself or by its 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 its 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

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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 its exemption into account in calculating its bid for its 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. BID EVALUATION AND AWARD

The Office of Management and Budget, Government Support Services 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 Office of Management and Budget, Government Support Services 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 vendors.

10. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.

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- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

E. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

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

2. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

3. CONTRACT PERIOD

Each vendor's contract shall be valid for a one (1) year period from October 1, 2012 through September 30, 2013. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than sixty (60) days prior to the termination of the current agreement.

4. PRICES

Item numbers 1A, 1B, 1C, 1D and 1E will be based on monthly pricing of coffee futures as posted in the Wall Street Journal on the last day of the previous month plus a normal mark-up. Price quoted shall be net 30 days. Price adjustments for the next month shall be forwarded to the Government Support Services no later than 10 days prior to the start of new month. Submissions later than the above stipulation may result in a refusal to allow the adjustment.

Item numbers 2-26 will remain firm for the duration of the contract period.

5. PRICE ADJUSTMENT

If agreement is reached to extend this contract for additional optional years, Office of Management and Budget, Government Support Services 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. SHIPPING TERMS

F.O.B. destination; freight pre-paid.

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7. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

8. FUNDING OUT

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

9. BID BOND REQUIREMENT

Bid Bond Waived.

10. PERFORMANCE BOND REQUIREMENT

Performance Bond Waived

11. 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 per occurrence.

and

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

or

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

or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Government Support Services
Contract No. GSS12044-COFFEE/TEA
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

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

12. BASIS OF AWARD

Government Support Services 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.

Government Support Services 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.

13. STATE OF DELAWARE BUSINESS LICENSE

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

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

14. HOLD HARMLESS

The 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.

15. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

16. NON-PERFORMANCE

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

17. FORCE MAJEURE

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen

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catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

18. CONTRACTOR NON-ENTITLEMENT

State of Delaware Contractors for Materiel 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.

19. EXCEPTIONS

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Office of Management and Budget, Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

20. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at: http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and the OMWBE at: vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

21. BUSINESS REFERENCES

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

22. 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.

23. 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.

24. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

25. 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 Government Support Services 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.

26. 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, Government Support Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

27. 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.

28. 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 its 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.

29. 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.

30. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

31. ENERGY STAR PRODUCTS

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

32. 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.

33. TERMINATION FOR CAUSE

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its 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

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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.

34. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

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

35. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

36. 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.

37. I FOUND IT CHEAPER

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf. The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

38. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

F. SCOPE OF WORK

1. OVERVIEW

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Coffee and Tea, as described herein. The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

2. DETAILED REQUIREMENTS

The requirements of this ITB are shown in Appendix A, attached, and made a part of the contract.

The completed proposal includes

- Completed Appendix A in excel format. **One** (1) hard copies and one (1) CD containing your response; the completed excel and Word files.
- Signed and Notarized Non-Collusion Affidavit
- Three (3) Business References (Incumbents Excluded)
- Delaware Minority and Women Business Enterprise Certification Form and Guidelines (if applicable)
- Attachment 3 – Exception Form

3. ADDITIONAL GUIDELINES

- Write your company name on the label of the CD or diskettes
- **Do not make any changes to the electronic Excel file formats, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored. The excel grids will be locked so that data can be input but format changes cannot be made.**
- Save your changes under the same filename. Print hard copies of each spreadsheet to accompany your bid.
- If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.
- Enter all information directly into the relevant Excel spreadsheet cells in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as "7.90".) Prices must be: In US Dollars.

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- Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no bid”.

G. TECHNICAL SPECIFICATIONS

1. COFFEE/TEA REQUIREMENTS

This ITB covers liquid coffee concentrate (sslcc) system with the dispensing equipment to be furnished and maintained by the successful bidder for the term of the contract, liquid juice bases and liquid drink bases (bag-in-box or similar non-breakable, self contained, food-grade containers that are recyclable) along with the cold dispensing equipment systems to be furnished and maintained by the successful bidder for the term of the contract.

a. GENERAL REQUIREMENTS

- No service fees or additional cost will be invoiced to Contract Users by the supplier during the term of this agreement (except as described in this ITB or mutually agreed upon in writing).
- There will be no “small order”, “minimum order”, or “special order” charges or surcharges.
- There will be no return fees for inaccuracies or other errors on the part of the supplier.
- Any rush delivery that occurs as a result of Supplier’s error (e.g. stock-outs, delivery of wrong product, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.
- You may also provide catalog(s) and price list(s) for all of the food products that you sell that include all of the different price tiers available for each product. An electronic copy is preferred. The price listed therein will be the prices that the state will use for off-contract purchases during the term of the contract. Please note that as a high volume purchaser of contracted items, the state expects to receive the lowest price offered on off-contract items.

b. SHIPMENT

Coffee shipments will be made to various state agencies as needed. The using agency will arrange for delivery and installation of dispensing equipment directly from the contractor.

c. DELIVERY

Shipments for frozen products will be made in mechanically refrigerated trucks. All products are to be delivered f.o.b. destination to the designated agency.

The frozen shelf-stable, liquid coffee concentrate (sslcc) products are to be shipped in one gallon bag-in-the-box style containers compatible with the dispensing equipment.

The frozen product is to be shipped and delivered in a frozen state.

Delivery of product will be on a weekly, bimonthly, or monthly basis as needed by the using agency.

d. FROZEN & LIQUID COFFEE

Shelf-stable liquid coffee concentrate (sslcc) products, in addition to the above requirements, all frozen and sslcc products shall be in a wholesome and sanitary condition at the time of delivery.

The sslcc product shall not require refrigeration.

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The product shall be packed in a container sealed to prevent tampering.

The frozen product shall be maintained in the frozen state at time of delivery.

e. COFFEE-FROZEN AND SSLCC-REGULAR AND DECAFFEINATED

The frozen and SSLCC products are to be part of a complete system that includes dispensers exclusively designed to handle the product. Coffee origins may be from any recognized coffee producing nation.

f. SAMPLES

Pre-award bid samples may be required along with all nutritional data. Samples must be submitted at no charge. Samples must be submitted within five (5) working days after request.

g. PACKING

The product shall be processed and packed under modern sanitary conditions commensurate with good commercial practices.

Product must be packed in a USDA approved facility, and comply with all imposed federal and state regulations.

h. DISPENSER(S)

The dispenser(s) shall have the capability of dispensing hot water, regular coffee and decaffeinated coffee.

The dispenser must contain the ability to be adjusted for various strengths.

The dispenser's product hopper must have a locking device, to prevent unauthorized access.

All dispensers must carry the seals of approval of underwriter laboratory, inc., and national sanitation foundation.

All dispensers shall be installed by contractor's trained technicians. Water supply shall be provided by account.

i. PREVENTIVE MAINTENANCE:

Preventative maintenance shall be performed on each dispenser by the contractor once every month and notification in writing, that such maintenance has been performed shall be provided to the food service director of the user agencies after every visit.

Contractor will repair, adjust and maintain dispensers on location at no charge to the state. If it is necessary to remove a dispenser, the contractor must supply similar replacement equipment to the user agency free of charge. Contractor shall use his own service support staff to provide emergency service within 24 hours. Equipment must be repaired or replaced within this timeframe.

The employees responsible for operating the dispensers shall be given in-service training by the contractor on the correct care and operation of the equipment at the time of installation and on a periodic schedule agreed to by contractor and institutions administration.

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Minimum four (4) times per year.

j. UNSATISFACTORY SERVICE:

If a vendor is unable to deliver the product on the date specified, they are to call the Facility Food Service Manager or their designee and notify them of the new delivery date, prior to the scheduled date. If the date is unacceptable to the facility or the vendor fails to notify the facility, the item will be purchased on the open market and the defaulting vendor charged the difference between the contract price and price paid.

k. SERVICE REQUIREMENTS:

Below is a list of equipment currently on loan to the State. The successful vendor must be capable of providing coffee, supplies, urns, service of urns, and any other related equipment as needed to the agencies. Equipment will be on loan to the State for the duration of the contract. If an agency chooses “Coffee with Equipment, Service and Supplies”, the vendor will be required to supply filters and glass carafes as needed at no additional charge.

Additional locations may be added at anytime during the course of this contract for either ground or liquid systems.

	Liquid Coffee Equip	Bev. Base Equipment
DHCI	3 – Model CD600 (1 with Tomlinson 2 with Auto Fill feature)	1 – 6 valve dispenser 1 – 4 valve dispenser 1- Karma Model 872 (ice tea)
Emily Bissell Hospital	1 – Model CD600	1 – 6 valve dispenser 1 – 4 valve dispenser
DE Veterans Home	1 – Model CD600	1 – 6 valve dispenser
Governor Bacon Health Center	2 - Model CD600	

l. BIDDER OPTION:

The bidder may choose to bid either the liquid frozen or liquid non-frozen concentrate or both.

However, for each type of concentrate, the bidder must bid both the regular and decaffeinated line items. Failure to comply with this requirement will result in the rejection of that portion of the bid.

2. BAG-IN-BOX JUICES REQUIREMENTS

a. MINIMUM SHELF LIFE:

All delivered beverage/bases/concentrates shall have a minimum shelf life of 120 days product containers and cases must be dated with an expiration date, thus permitting the reconstitution and agency usage, within the minimum shelf life noted above. In addition, the production date and processing plant code needs to be indicated on each box or container.

b. PACKAGING FOR BASES:

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Expiration dates shall be openly displayed on the exterior of recyclable corrugated cases and appropriately marked on the interior packages. The contractor will assure that packaging and packing materials used for the term of this contract shall comply with FSIS regulations. Packages shall bear clear directions for the keeping of the product from time of receipt by the Using Agency until the time of their use, as well as directions for the preparation of the product.

Packaging Shall:

- Protect the taste, aroma, visual and other palatable properties measured by the senses and other quality characteristics of the product;
- Protect the product against microbiological and other contamination;
- Protect the product from dehydration and, where appropriate, leakage as far as technologically practical; and
- Not pass on to the product any odor taste, color, or other foreign characteristics throughout the processing (where applicable) and distribution of the product up to the time of receipt into the Using Agencies' facilities.

c. CONTAINERIZED/PLASTIC BOTTLE AND BAG-IN-BOX PACKAGING:

The beverage base products shall be processed and packaged under modern and sanitary conditions commensurate with current good commercial practices. Packaging materials must be tear and puncture resistant. Recyclable packaging is requested, wherever possible. **Juice/drink base/concentrate** is to be shipped in 3 or 5 gallon commercial food grade containers.

d. JUICE/DRINK BASE CASES:

The base/concentrates must be packed in the United States of America at a commercial facility that is subject to the USDA – Department of Agriculture inspection and carry a Kosher certification. Packages are to be shipped within shelf stable and stackable recyclable corrugated cardboard cases. All bases shall be in wholesome and sanitary condition at the time of delivery. The product shall be packed in suitable pristine and sealed (non-leaking) package held within a corrugated box, or other recyclable case, sealed to prevent tampering. The product shall be maintained in shelf stable condition at the time of delivery. Shipping containers/cases shall be constructed of eco-friendly, environmentally preferable and recyclable/recycled materials whenever feasible and when shipment within the recyclable/recycled container does not diminish the quality or sanitary requirements of the product. Shipping cases may be of recyclable materials.

Each shipping container shall be labeled legibly (in English) to show:

- Name of product contained
- Item number
- NDC Format Number
- Net weight
- Plant number (manufacturer)
- Name, address, and date packed (month, day, year)
- USDA, USDC, USFDA, PUFI or applicable grading/inspection markings
- Expiration or "best by/use by" date clearly marked (month, day, year)
- Country of Origin Label is required

e. DELIVERY OF BEVERAGE BASES FOR ELECTRONIC DISPENSING SYSTEMS:

Delivery frequency shall be scheduled upon the arrangement between each Using Agency and the Contractor(s) that is/are contracted to supply product to as specified within the ITB text and on the Bidder's Price Sheet. The delivery frequency shall be on the average, but not limited to, one delivery

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per week, one delivery bi-weekly, or one delivery per month per facility. Delivery of beverage bases/juices/concentrates must be 7 days ARO.

f. PROOF OF DELIVERY:

Contractor is required to obtain proof of delivery signed by an authorized employee of the receiving unit.

g. VENDORS TRANSPORT REQUIREMENTS:

All food related products shall be transported in a climate controlled transportation container regulated to keep the item(s) in good condition and in accordance with the current US Department of Agriculture and/or US Food and Drug Administration (FDA) food code guidelines and food handling practices during all stages of processing, distribution and storage. If a refrigerated vehicle is used to transport the product, the refrigeration system condensation shall not come in contact with the product. The finding of any evidence of deterioration due to mishandling, freezing, or elevated heat or from lack of controls during storage, distribution or transport resulting in cross contamination including contamination from non-processed products during storage, distribution or transport shall be unacceptable and shall be sufficient cause for refusal by the Using Agency of the flawed/damaged product.

h. ELECTRONIC DISPENSING EQUIPMENT FOR COLD JUICES/BEVERAGES:

Electric cold beverage dispensing equipment must have refrigeration at the point of dispensing, therefore eliminating warm juice or drink from being dispensed. Temperature at point of dispensing must fall within the range of 33° - 39° degrees. Equipment pumping system must be electrical, not carbon dioxide. Carbon Dioxide containers are not acceptable and shall not be used. The Agency reserves the right to reject any and all bids based on incapability of the dispensing units to meet the volume requirements at each facility. Dispensing units for moderate volume users shall be 4 valve and 6 valve and shall be capable of dispensing 4 or 6 different types of juice or drink respectively. Each facility may specify which equipment option(s) four-valve or six-valve units they require for their respective food service programs. The dispensers must be manufactured in the U.S.A. and carry the (UL) seals of approval of Underwriter Laboratory, Inc. and the National Sanitation Foundation (NSF).

i. PREVENTATIVE MAINTENANCE:

Preventative maintenance shall be performed on each dispenser by the contractor regularly once every month (28-30 days), and upon additional request by the Using Agency should such circumstance arise. Written notification, that such maintenance has been performed shall be provided to the Food Service Director of each using agency after every visit. The contractor will fully sanitize and sterilize the unit as part of the monthly preventative maintenance function. In all cases where a water filter is installed, the vendor will replace the water filter as part of the monthly maintenance. The contractor shall repair, adjust, and maintain dispensers on location at no charge to the State.

j. REMOVAL OF EQUIPMENT:

If it is necessary to remove a dispenser, the contractor must supply similar replacement equipment to the using agency free of charge. All repair, maintenance, and adjustment services must be in a timely manner, and within the time frames documented on the State bid. Repair/Service contractor shall abide by all security requirements, including but not limited to displaying photo-identification while on-site at all using agencies. Third party service is not acceptable.

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k. TRAINING:

State employees responsible for operating the electric dispensers shall be given a written instruction booklet and on-site training by the contractor on the correct care of the equipment upon installation. Additional periodic training will be scheduled on an as-needed basis during the term of the contract.

l. REPAIR/REPLACEMENT EQUIPMENT:

All cold beverage dispensing equipment malfunctions are to be fixed or the equipment replaced within 24 hours of contractor notification.

m. ELECTRIC DISPENSER INSTALLATION:

All electric dispensers must be installed, tested and made operational by the contractor. All installations are to be in compliance with State of Delaware code and any necessary permits are to be secured by the contractor at no additional charge to the State. Where applicable, all water pipe connections connected to the Using Agency's potable supply, shall be sized, installed and maintained in accordance with prevailing State, Federal and Local Codes, whichever is most stringent.

n. TRANSITIONAL PERIOD:

The State may impose a transition period so that the incumbent (dispenser) provider can remove their equipment and the awardee(s) provide installation of suitable dispensers along with product bases. The transition period may be invoked to facilitate the start-up of the term contracts (awarded as a result of this solicitation) without a lapse in service. Under no circumstances is the contractor to remove its equipment without the consent of the using agencies, so as to ensure uninterrupted cold dispensing services.

o. DELIVERY AND INSTALLATION OF EQUIPMENT:

Each Using Agency will arrange for the direct delivery and installation of the electric dispensing equipment and peripherals for water hook-up, from the awarded vendor.

3. INSTANT COFFEE REQUIREMENTS – DEPARTMENT OF CORRECTIONS

DESCRIPTION: 100 % PURE, INSTANT COFFEE, **CORRECT CHOICE™**, OR APPROVED EQUAL.

YIELD: 18,000 CUPS OF COFFEE PER CASE, 1 CUP MAKES 5 GALLONS OF COFFEE.

PACKAGING: 25# BULK, INSIDE NSF APPROVED CORRUGATED CARDBOARD CARTON, LINED WITH 3 MIL POLYETHYLENE LINERS, A LENGTH THAT CAN BE EASILY SECURED.

LABELING:

EXTERIOR CARTON MUST BE LABELED WITH:
PRODUCT NAME
PRODUCT CODE
PREPARATION INFORMATION

QUANTITY NEEDED: 200 CASES PER YEAR

DELIVERY DATES: ORDERS WILL BE PLACED ON A QUARTERLY BASIS.

DELIVERY LOCATION/HOURS OF ACCEPTANCE:

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Office of Management and Budget
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James T. Vaughn Correctional Center
Central Supply Warehouse
1181 Paddock Road
Smyrna, DE 19977
(302) 653-2862

Deliveries accepted only between 6:30 AM and 1:30 PM, **but not between 11:00 AM and 11:45 AM**, Monday through Friday, local time. No deliveries are accepted on State Holidays or weekends. Vendor's deliverymen must assist in unloading.

SHIPMENT: NO PARTIAL SHIPMENTS WILL BE ACCEPTED PER DELIVERY.

- a. Deliveries: Vendor will deliver as specified on order. **Failure to notify Michael Street, Warehouse Supervisor, Department of Correction, at (302) 653-2862, of late deliveries will result in the purchase being made on the open market and the difference being charged to the vendor.** Deliveries are to be made in a mechanically refrigerated truck. All containers must be identified as to content. Vendor's deliverymen must assist in unloading. **NOTE: DELIVERIES MUST BE WITHIN 48 HOURS OF REQUESTED DELIVERY DATE. VENDORS ARE REQUIRED TO CONTACT THE CENTRAL SUPPLY WAREHOUSE WHEN UNABLE TO DELIVER AS REQUESTED. TWO OR MORE LATE OR UNACCEPTABLE DELIVERIES MAY RESULT IN REJECTION OF VENDOR'S BID FOR THOSE ITEMS FOR A MAXIMUM OF 6 BIDDING SESSIONS. THE PURCHASING ADMINISTRATOR SHALL MAKE THIS DETERMINATION.**

No partial shipments accepted per line item.

- b. Item Pricing: Bids will be accepted on the basis of two (2) decimal places only. Example: \$.49/lb. Any price submitted with three (3) or more decimal places will be rejected. **Item must be priced per bid.** **Example: CS not LBS.**
- c. Payment: The DOC will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a *valid* invoice and receipt of appropriate certificates of inspection.
- d. Errors: When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise will not relieve the bidder. Erasures in bids must be explained over signature of bidder.
- e. Net Prices: Bid prices, unless otherwise specified, must be net, including transportation and handling charges, fully prepaid by contractor to destination and subject only to cash discount for prompt payment of invoice.
- f. Literature: Failure to attach or enclose cuts and/or descriptive literature when requested in bids may result in disqualification or non-consideration of such bids.
- g. Samples: When required, samples must be furnished and approved by the Food Services Quality Control Administrator on or by the specified time, free of expense to the State and as specified by the Food Services Quality Control Administrator. All samples submitted are subject to mutilation as a result of tests by the Department. The Department, for comparison with deliveries, will retain award samples. Failure to submit sample when requested will result in disqualification or non-consideration of bid.
- h. Lowest Responsible Bidder: Award will be made to the lowest responsible bidder conforming to specifications, terms and conditions, or on the most advantageous bid to the State on a quality versus price basis.

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- i. Other considerations: Quantities involved, time of delivery, purpose for which required, competency of bidder, vendor's ability to render satisfactory service, and past performance will be considered on determining responsibility.
- j. Rejection of bids: The DOC reserves the right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified.
- k. Notice of Acceptance: Written notice of award to a bidder via fax, mail, e-mail, or delivery to the address shown on the bid will be considered sufficient notice of acceptance of bid.
- l. Tie Bids: If two or more State resident bidders submit identical bids, the decision of the DOC to make award to one or more of such bidders shall be final.
- m. Cash Discounts: Cash discounts offered will be considered in determining awards. Time shall be computed from date a correct invoice is received from contractor.
- n. Billing/Payment of Invoices: The contractor must prepare and submit a **valid** invoice to DOC. **The invoice must include the DOC Requisition Number on shipping tickets and invoices.** The DOC will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a *correct* invoice and receipt of appropriate certificates of inspection. **The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.**
- o. New Goods, Fresh Stock: All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design, or pack.
- p. Statewide Contracts: Unless otherwise stated specifically in the bid, successful contractor, when authorized by the Purchasing Office, agrees to extend and make available all materials, supplies, equipment, or services at the contract prices indicated in this bid to other State of Delaware agencies.
- q. Interpretation: Deliveries must be made as directed by the DOC when not in conflict with bid or quotation. If no delivery instructions appear on an order, it will be interpreted to mean prompt delivery required. The decision of the Purchasing Administrator as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of commodities by purchaser shall rest with the contractor.
- r. Extension of time: Any extension of time on delivery as specified must be in writing from the Purchasing Administrator with such extension applicable to the particular item or shipment affected.
- s. Method and Containers: Unless otherwise specified, goods shall be delivered in NSF approved commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Department unless otherwise definitely specified by Bidder.
- t. Shipping Terms: F.O.B. Destination.
- u. Weight Checking: Deliveries shall be subject to weight checks over official sealed scales designated by the State. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed to such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by DOC.

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- v. Inspection and Tests: Inspection of equipment, materials and supplies shall be made by or at the direction of the Department, or by the agency to which the goods are delivered, and any articles supplied that are defective or fails in any way to meet specifications or other requirements of the contract will be rejected. All laboratory tests required shall be made under the direction of the Purchasing Office. The decision of the DOC on acceptance shall be final.

- w. The following publications of the issues in effect on date of invitation to bid, for a part of the specifications: Federal Food, Drug and Cosmetic Act and General Regulations for its enforcement and subsequent decision of the U.S. Department of Agriculture.

- x. Any and all deviations shall be so stated on the returned bid. Unless so stated by the bidder, the State of Delaware shall assume that all requirements have been met and shall hold the bidder to each and every part of the specifications.

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BID QUOTATION REPLY SECTION

CONTRACT NO. GSS12044-COFFEE/TEA

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Government Support Services by June 19, 2012, 1:00 p.m. EDT at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION, GSS12044-COFFEE/TEA
100 ENTERPRISE PLACE - SUITE 4
DOVER, DE 19904-8202**

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 agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

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

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Attachment 1

NO PROPOSAL REPLY FORM

CONTRACT: GSS12044-COFFEE/TEA
CONTRACT TITLE: Coffee and Tea

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

	1.	We do not wish to participate in the proposal process.
	2.	We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
	3.	We do not feel we can be competitive.
	4.	We cannot submit a Proposal 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 Proposals are requested.
	7.	Other: _____

FIRM NAME		SIGNATURE
-----------	--	-----------

		We wish to remain on the Vendor's List for these goods or services.
		We wish to be deleted from the Vendor's List for these goods or services.

COMPANY NAME _____

CONTACT _____ PHONE NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 2

CONTRACT NO.: GSS12044-COFFEE/TEA
OPENING DATE: June 19, 2012, 1:00 p.m. EDT

TITLE: Coffee and Tea

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor 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 proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal 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, Office of Management and Budget, Government Support Services.

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

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

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL 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 Management and Budget
Government Support Services

ATTACHMENT 4

GSS12044-COFFEE/TEA
Coffee and Tea
PROPOSAL REPLY SECTION

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

Attachment 7

State of Delaware

Office of Minority and Women Business Enterprise

OMWBE Certification Application found here:

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



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