

# **State of Delaware**

## **FRESH PRODUCE**

### **Invitation to Bid Contract No. GSS12662-PRODUCE**

**May 7, 2012**

***- Deadline to Respond -  
May 29, 2012  
1:00 p.m. EDT***

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**CONTRACT NO. GSS12662-PRODUCE  
FRESH PRODUCE**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Fresh Produce. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS12662-PRODUCE

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 (2<sup>nd</sup> tier spend) Report
  - g. Attachment 7 – Office of Minority and Women Business Enterprise Certification Application
  - h. 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 May 29, 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 call 302-857-4557 or [courtney.mccarty@state.de.us](mailto:courtney.mccarty@state.de.us).

STATE OF DELAWARE  
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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Office of Management and Budget  
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 its 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 saved in PDF format 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. The remaining copy does not require original signatures. 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.

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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**

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.

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

**5. EMERGENCY TERMINATION OF CONTRACT**

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

**6. TAX EXEMPTION**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take 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.
- 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 Fresh Produce 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 three (3) month period from July 1, 2012 through September 30, 2012. Each contract may be renewed for three (3) three (3) month 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.

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4. **PRICES**

Prices shall remain firm for the term of the contract.

Vendors who have been awarded similar contracts; through a competitive bidding process, with a cooperative are welcome to submit the cooperative pricing for this solicitation.

5. **PRICE ADJUSTMENT**

If agreement is reached to extend this contract for additional, optional three month period, Office of Management and Budget, Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Producer Price Index (PPI) (series id: WPU01) for Farm Products. If the PPI is used, any increase/decrease shall reflect the change during the previous published, non-preliminary, three (3) month period at the time of renegotiation.

6. **SHIPPING TERMS**

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

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.

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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. GSS12662-PRODUCE**  
**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 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.

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A Usage Report (Attachment 8) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> 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 [vendorousage@state.de.us](mailto:vendorousage@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 2<sup>nd</sup> 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](http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls) and the OMWBE at: [vendorousage@state.de.us](mailto:vendorousage@state.de.us) on the 15<sup>th</sup> (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.**

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**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:**

Energy Star - If applicable, the Vendor 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 Vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

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.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

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. 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 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](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](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. TECHNICAL SPECIFICATIONS**

**1. CONTRACT REQUIREMENTS**

The State of Delaware seeks to establish a contract with a fresh produce provider which will provide their expertise to purchase and deliver perishable fruits and vegetables as listed in the “Deliveries” section. The contractor will be expected to work closely with Facility Food Service Supervisors or their designee in order to provide the quantity and quality of product required by each Institution. Occasionally, an additional special delivery will be required for special functions.

**2. 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.

**3. SUBMISSION OF APPENDIX A**

All bids submitted on the Appendix A must contain item brand name/packer, product code and pack size – failure to indicate the information may result in bid rejection.

Delivered items will be checked for compliance with the bid specifications. Items found not to be in compliance with the bid specifications will be returned to the vendor.

The requirements for this contract, contained in Appendix A, have been broken down into four sections: Department of Correction (DOC), Department of Health and Social Services (DHSS), Division of Children, Youth & Their Families (DSCYF) and Christina School District (CSD). The requirements for this contract are anticipated needs. Vendors are afforded the ability to present additional product offerings in response to this solicitation. Ordering agencies may request additional items required during the term of the contract. Additionally requested items are to be noted on the monthly usage reports and are covered by the Terms & Conditions found in this solicitation.

**4. TIE BIDS**

If two or more bidders submit identical bids, the decision of the Government Support Services to make award to one or more of such bidders shall be final. Government Support Services will award based on past performance and solicit information from using Agencies on performance of the tied vendors.

**5. 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.

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**6. CUSTOMER SERVICE:**

The Supplier(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 number preferred).

**7. QUALITY:**

The facilities will rely on the vendor's expertise to secure the quality of produce that meets or exceeds the State of Delaware's specifications at the best value and price. The quality level expected will be communicated to the vendor by the Food Services Quality Control Administrator. The vendor must make every effort to deliver the agreed upon product. Any product that is delivered and does not meet expectations will be returned for credit and a replacement of product made within 24 hours at no additional delivery fee.

**8. ORDER PLACEMENT:**

Orders will be placed by each facility by e-mail or fax according to a mutually agreed upon time and procedure to be determined after award of this contract

**9. DELIVERIES:**

Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the Food Services Supervisor or designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified in the delivery information section of this bid. Delivery dates and times will be determined and mutually agreed upon after award of this contract to ensure the freshest product and optimal operational efficiency. All delivery locations and times are subject to change by the Agencies.

Department of Correction delivery requirements (locations and times) can be found in Appendix A.

Department of Health & Social Services delivery requirements (locations and times) can be found in Appendix A. Additional locations may be added during the term of this contract.

Division of Children, Youth & Their Families delivery requirements (locations and times) can be found in Appendix A.

Christina School District consists of 33 locations. Some locations do not have loading docks, some are located in residential areas, and some require delivery twice a week. Bidders are required to submit with their proposal response a delivery plan for each location which will require approval by the district prior to contract award. Specifications can be found in Appendix A.

**10. CREDIT:**

A credit or replacement will be issued for damaged or unacceptable produce. All such transactions are to be worked out with each Food Services Supervisor or designee. Replacement of damaged or unacceptable produce will be made within 24 hours of original delivery.

**11. PACKAGING, PACKING**

Unless otherwise specified, commercial packaging as applicable under these specifications.

All items shall be delivered 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, or blanket wrapped trailer load lots.

Shipping case shall be plainly printed or stenciled on one end showing name of commodity, quantity contained therein, the name of the contractor and the Purchase Order Number.

**12. PRICING**

Prices shall remain firm for the initial three month term of the contract. The Vendor is not prohibited from offering a price reduction on its goods offered under the contract. The State is not prohibited from requesting a price reduction on those goods during the initial term or any subsequent options that the State may agree to exercise.

**13. QUANTITY:**

No quantities are guaranteed. Each facility's usage is only an estimate and is subject to change.

**14. PERFORMANCE**

**Late Deliveries** – Those vendors not making deliveries on the date specified will have their order cancelled for the specific date and will be charged the difference between their bid and the open market purchase price. Three late deliveries to any agency will result in removal from the bidders list for a three month (3) period. If there is a delay anticipated vendors must notify the ordering school. Undelivered items will be purchased open market and the difference charged to the contract vendor.

**Inferior Merchandise** – Those vendors delivering merchandise of inferior quality, delivering in other than the manner specified will have their merchandise refused. Vendors will be given 24 hours to deliver the proper merchandise as specified. Failure to deliver within 24 hours will result in the vendor being charged the difference between their bid and the open market purchase. Three deliveries of inferior merchandise will result in removal from the bidders list for a three (3) month period.

**Quality of Merchandise** – If quality of merchandise is questionable and the receiving agency and vendor cannot reach an agreement, a State of Delaware and/or a Federal Meat Inspector will be called in to inspect the merchandise. The decision of the Inspector will be final. Costs will be borne by the vendor.

**Repetitive Infractions** – Those vendors with 2 suspensions from the bidders list will automatically be removed from our bidders list.

**15. DOC INVOICES**

**The successful vendor is required to “Bill as Shipped” to:**

Department of Correction  
Food Services Accounting Specialist  
245 McKee Road  
Dover, DE 19904

**Monthly Statements will be broken down by invoice and mailed to:**

Department of Correction  
Business Office  
245 McKee Road  
Dover, DE 19904

**16. DHSS INVOICES**

All invoices shall be sent to each location as the products were delivered.

Every packing slip, delivery ticket, and invoice must include:

Purchase Order Number  
The name of the facility to which delivery was made  
Title and quantity of each item  
Net Price  
Extended total of each item  
Contract number

**17. DIVISION OF CHILDREN, YOUTH & THEIR FAMILIES INVOICES**

All invoices shall be sent to each location as the products were delivered.

Every packing slip, delivery ticket, and invoice must include:

Purchase Order Number  
The name of the facility to which delivery was made  
Title and quantity of each item  
Net Price  
Extended total of each item  
Contract number

**18. CHRISTINA SCHOOL DISTRICT INVOICES**

Successful bidder will invoice per instructions on purchase order

All Invoices shall be sent to Christina School District, Child Nutrition Services, Eden Support Services Center, 925 Bear-Corbitt Road, Bear, DE 19701.

Every packing slip, delivery ticket, and invoice must include:

Purchase Order Number  
The name of the facility to which delivery was made  
Title and quantity of each item  
Net Price  
Extended total of each item  
Contract number

**19. CHRISTINA SCHOOL DISTRICT ADDITIONAL REQUIREMENTS**

**a. MATERIALS**

Canned products shall be of the latest season pack at the time of issue of invitation to bid. In all instances, the Year of Pack must be indicated in the space provided in the proposal.

**b. QUALITY GRADES**

Interpretation of grades and descriptive terms shall be in accordance with latest United States Standards for Grades of Canned Fruits and Vegetables as established by the United States Department of Agriculture. The products offered shall equal or exceed the grade specified.

**c. WORKMANSHIP**

Canned products shall be prepared, processed and packed under sanitary conditions and in accordance with good commercial practice. The product shall be sufficiently processed by heat to assure preservation of containers as outlined in US Standards for condition of food containers.

**d. GUARANTEE**

The vendor shall guarantee canned products covered by this bid against spoilage for a period of six (6) months after delivery. The term spoilage refers to swells (Flippers, Springers and Hard Swells) or cans out normal condition for any reason whatsoever. Under this guarantee, the vendor shall replace at no expense to the District all cans rendered unfit for consumption through spoilage during the guarantee period.

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The product specifications outlined in the following pages does not cover all produce items that may be requested during the term of this contract.

Item, Grade and Specifications	Case Weight/ Pack Size
<p>1. Apples, U.S. No.1: Table Variety, Pack: Cell or Tray pack. Count: 100, 113 or 120, marked on container.</p> <p>a. Basic Requirements:</p> <ul style="list-style-type: none"> <li>i. Mature,</li> <li>ii. Firm,</li> <li>iii. Crisp,</li> <li>iv. Clean,</li> <li>v. Well colored</li> </ul> <p>b. Free From:</p> <ul style="list-style-type: none"> <li>i. Decay,</li> <li>ii. Injury,</li> <li>iii. Damage,</li> </ul> <p>c. Tolerances: Each case shall not exceed 3% tolerance level for decay or damage.</p>	<p>37-40 lb. Cardboard Cartons</p>
<p>2. Bananas, No. 1: Hands; 8 fingers per hand, Stage of ripeness determined by ordering authority; on the break or ripe. Consists of a banana of a yellow variety which have reached a stage of maturity which will insure satisfactory completion of the ripening process, which meet the following;</p> <p>a. Size: Each finger shall not be less than 6" in length measured along the outer line from the blossom end of pulp; and the maximum diameter of each banana shall not be less than 1 1/8"</p> <p>b. Basic Requirements:</p> <ul style="list-style-type: none"> <li>i. Clean,</li> <li>ii. Bright,</li> <li>iii. Firm,</li> <li>iv. Well developed</li> </ul> <p>c. Free from:</p> <ul style="list-style-type: none"> <li>i. Decay,</li> <li>ii. Damage materially affecting appearance or edible quality caused by scars or other discoloration,</li> <li>iii. Injury</li> </ul> <p>d. Tolerances: Each case shall not exceed 3% tolerance level for decay or damage.</p>	<p>40 lb. Cardboard Cartons.</p>
<p>3. Cabbage, U.S. No. 1: Domestic; Large 6-8 heads per bag.</p> <p>a. Basic Requirements:</p> <ul style="list-style-type: none"> <li>i. Minimum size-5 lb, maximum size 8 lb. 4 oz.,</li> <li>ii. Similar varietal characteristics which are; solid,</li> <li>iii. Not withered, puffy or burst,</li> <li>iv. Stems shall be cut so they do not exceed more than ½ in. beyond the point of attachment to the outermost leaves,</li> <li>v. Not more than one wrapper leaf.</li> </ul> <p>b. Free from:</p> <ul style="list-style-type: none"> <li>i. Soft rot,</li> <li>ii. Seed stems,</li> <li>iii. Damage caused by; discoloration, freezing, disease, insects, or mechanical or other means</li> </ul> <p>c. Tolerances: Each case shall not exceed 2% tolerance level for decay.</p>	<p>50 lb. Netted Bags. Or loose by the pound.</p>

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<p>4. Carrots, U. S. No. 1: Large, loose. Consists of Carrots that meet the following requirements:</p> <ul style="list-style-type: none"> <li>a. Basic Requirements: <ul style="list-style-type: none"> <li>i. Similar varietal characteristics,</li> <li>ii. Well trimmed,</li> <li>iii. Firm,</li> <li>iv. Clean,</li> <li>v. Fairly well colored,</li> <li>vi. Fairly smooth,</li> <li>vii. Fairly well formed.</li> </ul> </li> <li>b. Free from: <ul style="list-style-type: none"> <li>i. Soft rot,</li> <li>ii. Damage caused by; freezing, growth cracks, sunburn, pithiness, woodiness, internal discoloration, oils spray, dry rot, other disease insects or other means.</li> </ul> </li> <li>c. Size: Diameter; not less than <math>\frac{3}{4}</math> in. or more than <math>1\frac{1}{2}</math> in, Length; not less than 8 in.</li> <li>d. Tolerances: Each case shall not exceed 2% tolerance level for decay or soft rot.</li> </ul>	<p>50 lb. Plastic Bag. Or by the pound.</p>
<p>5. Celery, U. S. No. 1: Count; 24- 30, marked on container, and shall consist of the following:</p> <ul style="list-style-type: none"> <li>a. Basic requirements: <ul style="list-style-type: none"> <li>i. Stalks shall be green and of,</li> <li>ii. Similar varietal characteristics, which are fairly well developed, well formed, clean, well trimmed and compact.</li> </ul> </li> <li>b. Free from: <ul style="list-style-type: none"> <li>i. Black heart,</li> <li>ii. Brown stem,</li> <li>iii. Soft rot,</li> <li>iv. Doubles,</li> <li>v. Damage caused by; freezing, growth cracks, horizontal cracks, pithy branches, seedstems, suckers, wilting, blight, other disease, insects, or mechanical or other means.</li> </ul> </li> <li>c. Size: At least 14" in length and stalks shall be of such a length to extend from one end, side or bottom to the corresponding end, side or bottom within 1-1/2 "</li> <li>d. Tolerances: Each case shall not exceed 2% tolerance level for decay or soft rot.</li> </ul>	<p>Cardboard cartons, 60 lb. Or by the bunch.</p>
<p>6. Cucumbers, U. S. No. 1 Large, marked on container: Cucumbers shall meet the following requirements:</p> <ul style="list-style-type: none"> <li>a. Basic requirements: <ul style="list-style-type: none"> <li>i. Fresh,</li> <li>ii. Firm,</li> <li>iii. Fairly well colored,</li> <li>iv. Fairly well formed,</li> </ul> </li> <li>b. Free from: <ul style="list-style-type: none"> <li>i. Decay,</li> <li>ii. Sunscald,</li> <li>iii. Damage caused by; scars, yellowing, sunburn, dirt, or other foreign materials, freezing, mosaic or other disease, insects, cuts, bruises, mechanical or other means.</li> </ul> </li> <li>c. Size: The minimum diameter shall not be less than <math>2\frac{1}{4}</math>" and the minimum length shall not be less than 6".</li> <li>d. Tolerances: Each case shall not exceed 2% tolerance level for decay or soft rot.</li> </ul>	<p>Bushel Cardboard Cartons: net weight 50-55 lb.</p>

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<p>7. Lemons, U.S. Combination or better, marked on container: Variety; California or Arizona, Pack; Standard, Count; 140, 165 or 200, marked on container. Lemons should have fine textured skin and be heavy for their size. Lemons that have hard skin, or are shriveled or spongy are not desirable. Mature fruit should have a slightly greenish color, which indicates good flavor and adequate shelf life. Lemons shall meet the following requirements:</p> <ul style="list-style-type: none"> <li>a. Basic Requirements: <ul style="list-style-type: none"> <li>i. Clean,</li> <li>ii. Fairly smooth texture,</li> <li>iii. Firm,</li> <li>iv. Mature,</li> <li>v. Mixed varietal characteristics,</li> <li>vi. Fairly well colored</li> </ul> </li> <li>b. Free From: <ul style="list-style-type: none"> <li>i. Dirt or any other foreign matter,</li> <li>ii. Decay,</li> <li>iii. Unhealed skin breaks,</li> <li>iv. Bruises,</li> <li>v. Internal discoloration; caused by endoxerosis, red blotch, membranous stain or any other discoloration,</li> <li>vi. Any other damage</li> </ul> </li> <li>c. Size: 140, 165 or 200.</li> <li>d. Tolerances: Each case shall not exceed 3% tolerance level for decay or damage.</li> </ul>	<p>38 lb. average. Cardboard Carton, Or loose by the pound</p>
<p>8. Lettuce, U.S. No.1: Iceberg, 24 head, marked on container. Consists of heads that meet the following requirements:</p> <ul style="list-style-type: none"> <li>a. Basic Requirements: <ul style="list-style-type: none"> <li>i. Similar varietal characteristics- heads have the same characteristic leaf growth;</li> <li>ii. Fresh- the head as a whole has normal succulence, and the outermost head leaves and wrapper leaves are not more than slightly wilted;</li> <li>iii. Green- one-half or more of the exterior surface of the head exclusive of the wrapper leaves has at least a light green color;</li> <li>iv. Not Soft- the head is not easily compressed or spongy;</li> <li>v. Not Burst- not split or broken open;</li> <li>vi. Wrapper leaves shall not exceed 2 in number and cap leaf shall not exceed 1 in number.</li> </ul> </li> <li>b. Free from: <ul style="list-style-type: none"> <li>i. Decay- Rot or decomposition, slimy, smelly;</li> <li>ii. Doubles- No double heads to one stem;</li> </ul> </li> <li>c. Not damaged by any other cause- Tip burn, freezing, excessively tight packaging, disease, chemical.</li> <li>d. Closely trimmed- the butt is trimmed off closely below the point of attachment on the outer leaves, and the wrapper leaves shall not exceed 3 in number.</li> <li>e. Pre-cooled.</li> <li>f. Tolerances: Each case shall not exceed 3% tolerance level for heads, which are effected by decay exclusive of the wrapper leaves.</li> </ul>	<p>Not less than 42 lb. up to 50 Lb. Cardboard Carton</p>

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<p>9. Oranges U.S. No. 1: Variety; Temple or Navel, Pack; Standard, Count; 100 or 113, marked on container. Oranges shall meet the following requirements:</p> <ul style="list-style-type: none"> <li>a. Basic Requirements: <ul style="list-style-type: none"> <li>i. Clean,</li> <li>ii. Fairly smooth texture,</li> <li>iii. Firm,</li> <li>iv. Mature,</li> <li>v. Similar varietal characteristics,</li> <li>vi. Well colored; not more than one third of the surface may be affected by discoloration.</li> </ul> </li> <li>b. Free From: <ul style="list-style-type: none"> <li>i. Dirt or any other foreign matter,</li> <li>ii. Decay,</li> <li>iii. Unhealed skin breaks,</li> <li>iv. Bruises,</li> <li>v. Wormy fruit,</li> <li>vi. Any other damage</li> </ul> </li> <li>c. Size:</li> <li>d. Tolerances: Each case shall not exceed 3% tolerance level for decay or damage.</li> </ul>	<p>4/5 Bushel Cardboard Carton-43 lb.</p>
<p>10. Peppers, Sweet, Green, U.S. No. 1, marked on container. Peppers shall meet the following requirements:</p> <ul style="list-style-type: none"> <li>a. Basic Requirements: <ul style="list-style-type: none"> <li>i. Similar varietal characteristics; firm and well shaped,</li> <li>ii. At least 90% of the peppers meet the color requirement as specified.</li> </ul> </li> <li>b. Free from: <ul style="list-style-type: none"> <li>i. Decay,</li> <li>ii. Sunscald,</li> <li>iii. Freezing injury,</li> <li>iv. Injury caused by; bacterial spot, scars, hail, sunburn, disease, insects, mechanical, or other means.</li> </ul> </li> <li>c. Size: The diameter of each pepper shall not be less than 2 ½ in. and the length shall not be less than 2 ½ in.</li> <li>d. Tolerances: Each case shall not exceed 2% tolerance level for decay.</li> </ul>	<p>Bushel boxes, 28 lb.</p>
<p>11. Onions, U.S. No. 1, White or Yellow, Jumbo/ Large, marked on container. Onions shall meet the following requirements;</p> <ul style="list-style-type: none"> <li>a. Basic Requirements: <ul style="list-style-type: none"> <li>i. Similar varietal characteristics,</li> <li>ii. Mature,</li> <li>iii. Fairly firm and,</li> <li>iv. Fairly well shaped,</li> </ul> </li> <li>b. Free from: <ul style="list-style-type: none"> <li>i. Decay,</li> <li>ii. Wet sunscald,</li> <li>iii. Doubles,</li> <li>iv. Bottlenecks and,</li> <li>v. Scallions</li> <li>vi. Damage caused by: seedstems, splits, tops, roots, dry sunken areas, sunburn, sprouts, freezing, peeling, cracked fleshy scales, watery scales, dirt or staining, foreign matter, disease, insects and any other mechanical means.</li> </ul> </li> <li>c. Size: Minimum diameter may not be less than 3 inches, no requirement for maximum diameter.</li> <li>d. Tolerances: Each case shall not exceed 5% damage from peeling and 2% damage from decay or wet sunscald.</li> </ul>	<p>50 lb. Netted Bag</p>

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<p>12. Potatoes, Baking, White or Yellow, Medium, U. S. No. 1, marked on container. Potatoes meet the following requirements:</p> <ul style="list-style-type: none"> <li>a. Basic requirements; <ul style="list-style-type: none"> <li>i. Similar varietal characteristics,</li> <li>ii. Firm,</li> <li>iii. Fairly clean,</li> <li>iv. Fairly well shaped,</li> </ul> </li> <li>b. Free from: <ul style="list-style-type: none"> <li>i. Freezing,</li> <li>ii. Blackheart,</li> <li>iii. Late blight, southern bacterial wilt and ring rot; and,</li> <li>iv. Soft rot and wet breakdown.</li> <li>v. Free from any other cause.</li> </ul> </li> <li>c. Size: <ul style="list-style-type: none"> <li>i. Minimum diameter shall not be less than 1 7/8 in. and maximum diameter shall not exceed 3¼ in. in diameter.</li> <li>ii. Minimum weight of each potato shall not weigh less than 5 oz. and maximum weight shall not exceed 10 oz.</li> </ul> </li> <li>d. Tolerances: Shall not exceed 5% for internal or 5% for external defects, and 3 % for potatoes affected by southern bacterial wilt, ring rot, late blight, soft rot, or wet breakdown, or are frozen. Not more than 3% which are not of specified size.</li> </ul>	<p>50 lb. Bag</p>
<p>13. Radishes, Topped, Red, Medium, U.S. No. 1, marked on container. radishes shall meet the following;</p> <ul style="list-style-type: none"> <li>a. Basic requirements; <ul style="list-style-type: none"> <li>i. Similar varietal characteristics,</li> <li>ii. Fresh</li> <li>iii. Clean,</li> <li>iv. Well formed,</li> <li>v. Smooth,</li> <li>vi. Firm,</li> <li>vii. Tender</li> </ul> </li> <li>b. Free from; <ul style="list-style-type: none"> <li>i. Decay,</li> <li>ii. Damage caused by freezing,</li> <li>iii. Growth or air cracks,</li> <li>iv. Cuts,</li> <li>v. Pithiness,</li> <li>vi. Disease,</li> <li>vii. Insects or other means.</li> <li>viii. Not; spongy, dry-looking, rough skinned, cut, or broken.</li> </ul> </li> <li>c. Size; Medium, diameter shall be at least ¾ in. in diameter and not exceed 1 in. in diameter.</li> <li>d. Tolerances; not to exceed 10 % of any combined defect.</li> </ul>	<p>6 oz. Film Bags</p>

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<p>14. Tomatoes, 5x6 or 6x6, Red, Greenhouse, U.S. No. 1, marked on container. Shall consist of tomatoes meeting the following:</p> <ul style="list-style-type: none"> <li>a. Basic requirements; <ul style="list-style-type: none"> <li>i. Similar varietal characteristics, which are mature but not overripe or soft</li> <li>ii. Fresh,</li> <li>iii. Clean</li> <li>iv. Firm,</li> <li>v. Well developed,</li> <li>vi. Fairly well formed,</li> <li>vii. Fairly smooth</li> </ul> </li> <li>b. Free from; <ul style="list-style-type: none"> <li>i. Decay,</li> <li>ii. freezing injury,</li> <li>iii. sunscald,</li> <li>iv. Damage caused by; bruises, cuts, broken skins, internal discoloration, sunburn, puffiness, cat faces, other scars, growth cracks, hail, insects, disease or mechanical or other means</li> </ul> </li> <li>c. Size; <ul style="list-style-type: none"> <li>i. 5x6, shall meet the minimum diameter of 2-11/16 in., and the maximum diameter of 3-10/16 in.</li> <li>ii. 6x6, shall meet the minimum diameter 2 ½ in. and the maximum diameter of 2-7/8 in.</li> </ul> </li> <li>d. Tolerances: Each case shall not exceed 3% tolerance level for decay and 3% for bruises or any other damage.</li> </ul>	<p>3 layer Lug- 30-34 lb. or, ½ Bushel Carton -30 lb.</p>
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STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

BID QUOTATION REPLY SECTION

CONTRACT NO. GSS12662-PRODUCE

FRESH PRODUCE

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 May 29, 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, GSS12662-PRODUCE  
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**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services  
**Attachment 1**

**NO PROPOSAL REPLY FORM**

**CONTRACT:** GSS12662-PRODUCE  
**CONTRACT TITLE:** FRESH PRODUCE

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 <b>for these goods or services.</b>
		We wish to be deleted from the Vendor's List <b>for these goods or services.</b>

COMPANY NAME \_\_\_\_\_

CONTACT \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services  
**Attachment 2**

**CONTRACT NO.:** GSS12662-PRODUCE  
**OPENING DATE:** May 27, 2012, 1:00 p.m. EDT

**TITLE:** Fresh Produce

**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 \_\_\_\_\_

STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

FEDERAL E.I. 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**

GSS12662-PRODUCE  
Fresh Produce  
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](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](mailto:deomwbe@state.de.us)  
Website: [www.state.de.us/omwbe](http://www.state.de.us/omwbe)