



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

# **State of Delaware**

## **Foodservice Equipment**

### **Invitation to Bid**

**Contract No. GSS12681-FOODSVC\_EQ**

**June 19, 2012**

***- Deadline to Respond -  
July 3, 2012  
1:00 p.m. EDT***

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**CONTRACT NO. GSS12681-FOODSVC\_EQ**

ALL BIDDERS:

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

INVITATION TO BID - CONTRACT NO. GSS12681-FOODSVC\_EQ

1. DEFINITIONS
2. SECTION A - GENERAL PROVISIONS
3. SECTION B - AWARD AND EXECUTION OF CONTRACT
4. SECTION C - GENERAL PROVISIONS
5. SECTION D – EQUAL OPPORTUNITY
6. SECTION E - SPECIAL PROVISIONS
7. SECTION F - SCOPE OF WORK
8. SECTION G - TECHNICAL SPECIFICATIONS
9. SECTION H - ITEMIZED EQUIPMENT SPECIFICATION
10. 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. 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 July 3, 2012 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 Alia at (302)857-4553 or [shelly.alia@state.de.us](mailto:shelly.alia@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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

**SECTION A - GENERAL PROVISIONS**

1. **BID INVITATION**

See "Definitions".

2. **PROPOSAL FORMS**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting 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.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

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Government Support Services

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 two paper copies and one electronic copy on CD or DVD media disk. One 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.

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**SECTION B - AWARD AND EXECUTION OF CONTRACT**

1. **CONSIDERATION OF BIDS**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **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.

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**SECTION C - 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 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.

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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.

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**SECTION D – EQUAL OPPORTUNITY**

1. **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.

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**SECTION E - SPECIAL PROVISIONS**

1. **CONTRACT REQUIREMENTS**

This contract will be issued to cover the Foodservice Equipment requirements of Polytech School District. The contract will be accessible to all State Agencies and will include any School District, Political Subdivision, or Volunteer Fire Company.

2. **NOT A MANDATORY USE CONTRACT**

This Contract while not a mandatory use as defined by Title 29, § 6911 will be made available for use by all Delaware School Districts and all State agencies.

3. **CONTRACT PERIOD**

Each vendor's contract shall be valid for a one (1) year period from date of contract execution to August 3, 2013.

4. **PRICES**

Prices shall remain firm for the term of the contract.

5. **PRICE ADJUSTMENT**

During the initial term of the contract the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one (1) year period, Government Support Services shall have the option of offering a determined price adjustment that 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.

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

9. **BID BOND REQUIREMENT**

Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Government Support Services with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee 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. If Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Government Support Services Bond Form.

11. **MANDATORY INSURANCE REQUIREMENTS**

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. GSS12681-FOODSVC\_EQ  
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.**

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Office of Management and Budget  
Government Support Services

**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. 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 bidders.

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. 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, contractors 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. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

**The report shall be submitted electronically in EXCEL and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). It shall contain the six-digit department and organization code.**

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](http://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](http://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 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

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Government Support Services

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 contract 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.

## SECTION F - SCOPE OF WORK

### 1. OVERVIEW

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Foodservice Equipment, 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 Section G and H of the Invitation to Bid, and in Appendix A, attached, and made a part of the contract.**

#### The completed proposal includes

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

### 3. ADDITIONAL GUIDELINES

- a. Write your company name on the label of the CD or diskettes
- b. **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.**
- c. Save your changes under the same filename. Print hard copies of each spreadsheet to accompany your bid.
- d. 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.
- e. 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 U.S. Dollars.
- f. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no bid".

### 4. MINIMUM WAGE RATES

Contractor and agencies should be aware certain aspects of work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would

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be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1>.

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

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**SECTION G - TECHNICAL SPECIFICATIONS**

a. **DELIVERY AND INSTALLATION OF EQUIPMENT**

The awarded vendor(s) is responsible for direct delivery and installation of equipment, the cost for which is to be included in unit pricing. Separate charges for delivery and installation will not be accepted. Trade disconnect/reconnect will be provided by others. The awarded vendor(s) will work with the agency scheduling a delivery and installation time agreeable to the state within six (6) weeks after notification of contract award.

All equipment is to be delivered to: Polytech School District  
823 Walnut Shade Road  
Woodside, DE 19980-0022

While **not required**, bidders are encouraged to schedule a site visit on one of the available dates of June 20<sup>th</sup>, 21<sup>st</sup>, 25<sup>th</sup> or 26<sup>th</sup> by contacting Mark Dufendach at (302)697-2170. The site visit will be solely for observing where equipment is to be placed and assessing conditions which may impact delivery methods. No questions will be accepted during the site visit other than those directly related to delivery and placement of equipment.

b. **UNSATISFACTORY SERVICE**

Bidding vendors must deliver the product on the date specified. 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.

c. **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.

d. **BIDDER OPTION**

The bidder may provide a price for any combination of items or a single item if they so choose with exception of one item set. The following set of items must be provided by a single manufacturer to ensure continuation of construction throughout the project. The required item set is listed below:

Items #3, 4, 5, 6, 6A and 7 must be provided by a single equipment manufacturer.

If bidding an “**OR EQUAL**” product, it is the responsibility of the bidder to provide sufficient item detail to establish product equivalency.

e. **PROOF OF DELIVERY**

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

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f. **TRAINING**

State employees responsible for operating the listed Foodservice Equipment 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 may be scheduled on an as-needed basis during the term of the contract.

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**SECTION H - ITEMIZED EQUIPMENT SPECIFICATION**

**Item 1 - FREEZER, REACH-IN (1 REQ'D)**

Victory Refrigeration Model FS-2D-S7-EW **OR EQUAL**

Spec Line Series 7 Freezer, Reach-in, two-section, self-contained refrigeration, stainless steel exterior & interior, standard depth cabinet, wide full-height doors, exterior digital thermometer, adjustable legs, ¾ HP, 12.2 amps, cord & plug, UL, NSF

- 1 ea WARRANTY UPDATED: Full 1-year parts/labor service warranty within the USA
- 1 ea Self-Contained refrigeration
- 1 ea 208-230v/60/1-ph (115v required for cabinet)
- 1 ea 5-yr compressor warranty within the USA
- 1 ea Door hinging: left door hinged on left, right door hinged on right standard
- 1 ea Casters, set of 4, 6" high with 5" wheel

**Electrical**

	Volts	Cycle	Phase	Conn	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1	115/208-230	60	1				12.2		3/4		

**ELECTRICAL:** Cord & Plug

**Item 2 - PROOFER HOLDING CABINET, MOBILE (2 REQ'D)**

Winston Industries Model HA4522 **OR EQUAL**

CVap® Holding Cabinet, full size, 22 cu. ft., electric differential control, fan, 14 adjustable rack supports, field reversible door hinges, magnetic door handle, water fill operated manually, full-perimeter insulated, load limit 65 lbs (29.25 kg) per rack, includes: (2) locking & non-locking heavy duty non-marking casters, stainless steel construction, supplied with 84" power cord with plug, UL, cUL, UL Sanitation, NSF, ENERGY STAR®

- 2 ea One year limited warranty is standard (excluding gaskets, lamps, hoses, power cords, glass panels & evaporators)
- 2 ea 120v/60/1, 2320 watts, 19.3 amps, 20 MCA, (US) NEMA 5-20P
- 2 ea Front door: right-hand (door hinges on right when facing cabinet)
- 2 ea (Bumper guard base) full-perimeter bumpers, 5" swivel casters (2) locking (2) non-locking
- 2 pk Wire Rack Trays (for 07, 09, 22 models) (4-pack)

**Electrical**

	Volts	Cycle	Phase	Conn	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1	120	60	1	Cord & Plug		5-20P	19.3	2.32		20	

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**Item 3 - SERVING COUNTER, HOT FOOD, ELECTRIC (3 REQ'D)**

Piper Products/Servolift Eastern Model 5-HF **OR EQUAL**

Elite 500 Hot Food Unit, electric, 74"L x 36"H, 5-wells w/1000w element w/thermostatically controlled each, mobile, modular design w/interlocking mechanism, 14 gauge s/s top, 20 gauge s/s front & end panels, 18 gauge s/s bottom shelf, 5" swivel plate casters (2 w/brakes), 5kw, NSF, UL

- 3 ea 1 year warranty parts and labor from date of delivery
- 3 ea 208v/60/1-ph, 24.0 amps, 5000 watts, NEMA 6-30P
- 3 ea Common drains & manifold for Elite Systems, for five opening - 74"W
- 3 ea Formica laminate without doors, for Elite Systems
- 3 ea Stainless steel Legs in lieu of casters
- 3 ea Cutting Board for Elite System, 8", for five opening - 74"W, stainless
- 3 ea Trayslide for Elite System, 12" solid ribbed, heavy gauge stainless steel, for five opening - 74"W
- 3 ea Overhead Shelf Less Plexiglas (Cafeteria Style) for Elite System, for five opening -74"W

**Electrical**

	Volts	Cycle	Phase	Conn	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1	208	60	1	Cord & Plug		6-30P	24	5			

**Item 4 - SERVING COUNTER, COLD PAN (3 REQ'D)**

Piper Products/Servolift Eastern Model 4-BCM **OR EQUAL**

Elite Cold Food Serving Counter, 60"L x 36"H, 4-pan size, 9-7/16" dp, mechanically cooled, mobile modular design w/interlocking mech., 14 ga. s/s top, cabinet base, s/s front, end panels, louvered panel, undershelf & sliding doors, 5" casters, NSF-7, UL

- 3 ea 1 year warranty parts and labor from date of delivery
- 3 ea 120v/60/1-ph, 6.3 amps, NEMA 5-15P
- 3 ea Formica laminate with doors, for Elite Systems
- 3 ea Stainless steel Legs in lieu of casters
- 3 ea Trayslide for Elite System, 12" solid ribbed, heavy gauge stainless steel, for four opening - 60"W
- 3 ea Double Display Protector Guard (Cafeteria Style) for Elite System, for four opening - 60"W
- 3 pr End Guard (pair) - (Cafeteria Style) for Elite System

**Electrical**

	Volts	Cycle	Phase	Conn	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1	120	60	1	Cord & Plug		5-15P	6.3				

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**Item 5 - SERVING COUNTER, UTILITY (3 REQ'D)**

Piper Products/Servolift Eastern Model 4-ST-MOD **OR EQUAL**

Elite Utility Serving Counter, 60"L x 36"H, mobile modular design w/interlocking mech., 14 ga. s/s top, 20 ga. s/s front & end panels, 18 ga. s/s undershelf, 5" casters, NSF, MODIFIED TO 54"L

- 3 ea 1 year warranty parts and labor from date of delivery
- 3 ea 208v/60/1-ph, 9.2 amp, NEMA 6-15P
- 3 ea INSTALL PACKAGE for Item #5A - to include cut-out in the counter top, install for the drop-in provided by others, electrical hook-up, reinforced top, and louvered panels if required.
- 3 ea Sliding doors for 4-opening Elite system
- 3 ea Formica laminate with doors, for Elite Systems
- 3 ea Stainless steel Legs in lieu of casters
- 3 ea Trayslide for Elite System, 12" solid ribbed, heavy gauge stainless steel, for four opening - 60"W

**Electrical**

	Volts	Cycle	Phase	Conn	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1	208	60	1	Cord & Plug		6-15P	9.2	1.914	1		

**Item 5A - SELF-SERVICE REFRIGERATED DROP-IN CASE (3 REQ'D)**

Structural Concepts Model DO3637R **OR EQUAL**

Impulse® Self-Service Refrigerated Drop-In Merchandiser, 38-1/8"L, open front, (3) non-lighted shelves, T-8 top light, solid rear panel, black interior & exterior, (2) glass ends, Breeze™ w/EnergyWise refrigeration System

- 3 ea NOTE: 29" minimum entry door clearance required (w/out shipping skid)
- 3 ea 1 yr. parts & labor warranty, 5 yr. compressor warranty, standard
- 3 ea Breeze w/EnergyWise self-contained refrigeration system w/evaporator pan (front access)
- 3 ea 208v/60/1ph, 12.4 amps, 3-wire plus ground required, cord w/NEMA 14-20P
- 3 ea NOTE: Compressor air intake from below counter and through front, counter configuration must allow air to be drawn in and discharged out the front
- 3 ea Removable solid security cover, locking

	Volts	Cycle	Phase	Conn	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1	120	60	1			5-20P	15.04	2.763			

**ELECTRICAL:** Cord & Plug

**Item 6 - CASH REGISTER STAND (2 REQ'D)**

Piper Products/Servolift Eastern Model 2-CD **OR EQUAL**

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Elite Cashier's Serving Counter, 30"L x 36"H, mobile modular design w/interlocking mech., 14 ga. s/s top w/register cord hole, locking drawer, 20 ga. s/s front & end panels, 5" casters

- 2 ea 1 year warranty parts and labor from date of delivery
- 2 ea Duplex Outlet, 120V for Elite System
- 2 ea Formica laminate without doors, for Elite Systems
- 2 ea Stainless steel Legs in lieu of casters
- 2 ea Trayslide for Elite System, 12" solid ribbed, heavy gauge stainless steel, for two opening - 32"W

**Item 6A - CASH REGISTER STAND (1 REQ'D)**

Piper Products/Servolift Eastern Model 2-CD **OR EQUAL**

Elite Cashier's Serving Counter, 30"L x 36"H, mobile modular design w/interlocking mech., 14 ga. s/s top w/register cord hole, locking drawer, 20 ga. s/s front & end panels, 5" casters, **MODIFIED TO 50"**

- 1 ea 1 year warranty parts and labor from date of delivery
- 1 ea Duplex Outlet, 120V for Elite System
- 1 ea Formica laminate without doors, for Elite Systems
- 1 ea Stainless steel Legs in lieu of casters
- 1 ea Trayslide for Elite System, 12" solid ribbed, heavy gauge stainless steel, for two opening - 32"W

**Item 7 - FALSE FRONT (3 REQ'D)**

Piper Products/Servolift Eastern Model C-6-FF **OR EQUAL**

Elite False front, Quantity (2) 72" long, Quantity (1) 74" long, 4" wide, 30" high, s/s construction

- 4 ea 1 year warranty parts and labor from date of delivery
- 1 ea Trayslide for Elite System, 12" solid ribbed, heavy gauge stainless steel, for five opening - 74"W
- 2ea Trayslide for Elite System, 12" solid ribbed, heavy gauge stainless steel, for five opening - 72"W

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BID QUOTATION REPLY SECTION

CONTRACT NO. GSS12681-FOODSVC\_EQ

Foodservice Equipment

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 July, 3 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, GSS12681-FOODSVC\_EQ  
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

CONTRACT NO.: GSS12681-FOODSVC\_EQ

**BID QUOTATION**

**DELIVERY**

Ship Stock \_\_\_\_\_ days ARO

Ship Non-Stock \_\_\_\_\_ days ARO

CONTRACT TOTAL VALUE \$ \_\_\_\_\_

**COMPANY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

NO BID REPLY FORM

**BID #GSS12681-FOODSVC\_EQ**

**BID TITLE:** Foodservice Equipment

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, 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 Bidder's List by so indicating below, or do not return this form or bona fide bid.

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

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 3. We do not feel we can be competitive.
- 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_  
\_\_\_\_\_
- 6. We do not sell the items/services on which Bids are requested.
- 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

We wish to remain on the Bidder's List **for these goods or services.**

We wish to be deleted from the Bidder's List **for these goods or services.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**CONTRACT NO.:** GSS12681-FOODSVC\_EQ  
**TITLE:** Foodservice Equipment  
**OPENING DATE:** July 3, 2012

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

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

COMPANY NAME \_\_\_\_\_ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

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

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	<u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>	Yes No

[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 FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

GSS12681-FOODSVC\_EQ  
Foodservice Equipment  
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:

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**State of Delaware**

**Monthly Usage Report**

<b>Supplier Name:</b>				Insert Contract No.	<b>Report Start Date:</b>					
<b>Contact Name:</b>					<b>Report End Date:</b>					
<b>Contact Phone:</b>					<b>Today's Date:</b>					
Agency Name or School District	Division or Name of School	Budget Code	<a href="#">UNSPSC</a>	Item Description	Contract Item Number	Unit of Measure	Qty	Enviro-mentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate

**Note:** A copy of the contract specific Usage Report will be sent by electronic mail to the Awarded Vendor.





## 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)

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the \_\_\_\_\_ (“**Owner**”) (*Office of Management and Budget, Government Support Services*), in the amount of Forty-Five Thousand Dollars (\$45,000.00), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. GSS12681-FOODSVC\_EQ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

**PRINCIPAL**

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

**SURETY**

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title: