



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

BOTTLED SPRING WATER

Invitation to Bid

Contract No. GSS365-BOTTLE_WATER

May 7, 2013

**- *Deadline to Respond* -
May 29, 2013
*1:00PM, Local Time***

CONTRACT NO. GSS13365-BOTTLE_WATER

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for GSS13365-BOTTLE_WATER, Bottled Spring Water. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS13365-BOTTLE_WATER

- I. DEFINITIONS and GENERAL PROVISIONS
 - A – GENERAL PROVISIONS
 - B – AWARD AND EXECUTION OF CONTRACT
 - C – GENERAL AUTHORITY
 - D – EQUAL OPPORTUNITY
- II. SPECIAL PROVISIONS
- III. TECHNICAL SPECIFICATIONS
- IV. BID QUOTATION REPLY SECTION

SAMPLE REPORTS

- 1 – MONTHLY USAGE REPORT SAMPLE
- 2 – SUBCONTRACTING (2ND TIER) QUARTERLY REPORTING SAMPLE

ATTACHMENTS

- A – PROPOSAL REPLY REQUIREMENTS
- B – NO BID REPLY FORM
- C – NON-COLLUSION STATEMENT AND ACCEPTANCE
- D – SUBCONTRACTOR INFORMATION FORM
- E – BUSINESS REFERENCES
- F – ITB EXCEPTIONS
- G – CONFIDENTIAL AND PROPRIETARY INFORMATION
- H – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION

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, 3013 at 1:00PM (Local Time).

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 section of the invitation. Should you need additional information, please contact Shelly K. Alioa, shelly.alioa@state.de.gov.

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Office of Management and Budget
Government Support Services

GOVERNMENT SUPPORT SERVICES

**I. 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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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.

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.

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.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

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.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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.

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

The attention of bidders is called to the fact that, unless stated otherwise, any 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.

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.

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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.

All prices must be quoted in U.S. Dollars.

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

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).

This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE
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.

12. 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.

13. PUBLIC OPENING OF PROPOSALS

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. PUBLIC INSPECTION OF PROPOSALS

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of 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.

16. ADDENDA TO THE ITB

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

17. LOBBYING AND GRATUITIES

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this

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ITB shall have their proposal immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

18. SOLICITATION OF STATE EMPLOYEES

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

19. INDEPENDENT CONTRACTORS

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

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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

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.

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

Successful bidders shall furnish bond, unless bond(s) have been waived as noted in the Special Provisions, 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.

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.

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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 AUTHORITY

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.

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- 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 vendor.

10. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

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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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CONTRACT NO. GSS13365-BOTTLE_WATER
Bottled Spring Water
II. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

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

2. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) 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, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

3. CONTRACT PERIOD

Each vendor's contract shall be valid for one (1) year from June 15, 2013 through June 30, 2014. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. PRICES

Prices shall remain firm for the term of the contract. All prices shall be quoted in U.S. Dollars.

5. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and one (1) electronic copies on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures.

6. COOPERATIVES

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.

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7. 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, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

8. SHIPPING TERMS

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

9. 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.

Prior contract utilization may be viewed at the following site:

http://contracts.delaware.gov/contracts_detail.asp?i=7

10. FUNDING OUT

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

11. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

12. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

13. MANDATORY INSURANCE REQUIREMENTS

Certificate of Insurance and/or copies of insurance policies for the following:

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.

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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.

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

**Administrator, Government Support Services
Contract No. GSS13365-BOTTLE_WATER
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.

14. 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.

15. 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 where required. 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.

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16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. EXCEPTIONS

Bidders may elect to take minor exception to the terms and conditions of this ITB. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions

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shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

Exceptions must be submitted utilizing Attachment G to be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

22. MANDATORY USAGE 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 Monthly Usage Report (Sample Report 1) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The Monthly Usage Reports shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., 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, woman, or veteran owned business (Diversity Supplier) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, or veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2nd Tier report is found below (Sample Report 2).

Subcontracting 2nd tier reports shall be submitted to the contracting Agency's OSD at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

23. 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.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

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24. 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.

25. 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.

26. 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.

27. 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.

28. OPPORTUNITY BUYS

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

29. 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

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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.

30. 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>

31. 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.

32. 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.

33. 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

34. ENVIRONMENTAL PROCUREMENT PRODUCTS

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

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- 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>.

35. 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.

36. 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.

37. 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.

38. 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

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declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

39. 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:

- a. To find out what vendors can offer.
- b. To give the agencies and school districts a level of comfort in using electronic catalogs.

40. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment E) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.

41. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the

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Contractor's services.

- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

42. CONFIDENTIALITY

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain Attachment H describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002, and briefly stating the reasons that each document meets the said definitions.

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Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment H should be completed by checking the appropriate box found at the top of the attachment.

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III. TECHNICAL SPECIFICATIONS

1. OVERVIEW

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Bottled Spring Water 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. EQUIPMENT

Hot/cold water unit must be new and include a cone cup dispenser. All equipment must be U.L. Approved. Bottled Spring Water jug to be 5 gallon capacity.

3. WATER SOURCE

All plant procedures and testing must conform to F.D.A., E.P.A., and N.S.F. regulations and standards.

All water shall be bottled in accordance with all applicable state and federal regulations.

4. BOTTLED SPRING WATER CERTIFICATION PROGRAM

Vendor **must** include with bid, a copy of laboratory testing reports and spec sheets to ensure purity of water.

5. REMOVAL OF BOTTLES

During the life of the contract, all bottles will remain the property of the contractor. The contractor is responsible for the removal of all empty bottles. The contractor must remove empty bottles when delivery replacements arrive or within five (5) working days of request by the using agency, whichever is earlier. The contractor must reuse removed bottles whenever possible.

6. DELIVERY/INSTALLATION

All Bottled Spring Water, cooler units and related supplies and equipment must be delivered and installed at the location specified by using agency. **The contractor must make delivery and complete installations within five (5) working days of receipt of request.**

- a. It will be the responsibility of the successful bidder to determine/establish delivery schedules for each respective agency. Currently the State works on a bi-weekly delivery and would like to continue this way.
- b. Using agency will contact the appropriate contractor who was awarded their area. The agency will advise the contractor of the number of bottles necessary to service each cooler and its location.

7. BROCHURES

Vendor will supply with their bid, a brochure of the unit they are bidding

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BOTTLED SPRING WATER
REQUEST FOR PROPOSAL

8. INFORMATION

a. The Bidder shall make available the following:

- Chemical, physical and radiological analysis of the Bottled Spring Water.
- Inspection and approval of watershed.
- State Health Department inspection report of bottling plant.
- The source of the water must comply with all applicable federal and state statutes and regulations.

b. Bacteriological Analysis

All bidders must submit with their bid a copy of the latest bacteriological analysis of their Bottled Spring Water.

c. Geographical Locations

The State of Delaware Counties are divided into (3) three zones, New Castle, Kent, and Sussex Counties. The awarded bidder must be able to service all agencies in all three counties.

d. National Sanitation Foundation Certification

The bidder must have National Sanitation Foundation (NSF) certification for their bottling facility.

e. Testing Requirements

The state shall have the right to have the water tested for purity and compliance with specifications. In the event that the water samples fail to pass the initial testing, a second test shall be conducted. If results of the second test are not satisfactory to the State, this contract shall be terminated.

9. TRANSITIONAL PERIOD

In the event that a contractor (s) is not selected prior to the contract expiration date or by termination by the State of Delaware it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until new contracts can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract.

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REQUEST FOR PROPOSAL

SPECIFICATIONS (cont.)

10. INSIDE DELIVERY

Inside delivery is defined as delivery to a specific stock room or office or any location other than the general receiving area. An optional inside delivery fee may be applied. In addition, an optional charge may be applied for delivery involving each full flight of stairs. There shall be no additional charges involving the use of a building's elevator other than the inside delivery fee. **Note that quoting on these fees is optional and will be factored into the bid evaluation.**

11. CONE CUPS

Waxed cone cups for the coolers are to be 9 ounce wax cups. Please specify how packaged. You must specify how many in a sleeve and how many sleeves are in a case.

12. CUSTOMER SERVICE

Vendor shall have dedicated customer service representatives to handle State of Delaware accounts in matters of water delivery, billing, the start-up or termination of accounts, and general questions.

13. TRUCKS

Vendor shall have a fleet of trucks and drivers dedicated to the State of Delaware accounts, most agencies require a delivery every two weeks and wish to maintain the delivery schedule of every two weeks.

14. DRIVERS

Drivers shall leave a signed delivery ticket at each location for verification of the product that left. Under no circumstances should the driver leave any product that is not on contract without prior approval from the agency.

15. ANNUAL MAINTENANCE

Vendor must provide annual maintenance on all water coolers. Coolers must be checked to ensure they are working properly and must have an annual cleaning.

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**CONTRACT NO. GSS365-Bottle Water
BOTTLED SPRING WATER SERVICE**

BID QUOTATION REPLY SECTION

ITEM #	DESCRIPTION	MONTHLY RENTAL
1.	Bottled Spring Water, five (5) gallon jug	\$ _____
2.	Monthly Rental Fee for cooler unit.	\$ _____
3.	Bottle deposit for lost or stolen bottles.	\$ _____ per bottle
4.	Optional inside delivery Fee	\$ _____
5.	Installation Fee, if any	\$ _____
6.	Cone Cups, 9 ounce (specify how many in a sleeve) _____per sleeve _____per case	\$ _____per case

Estimated bottles (5 gallon) of water per year is 100,000 (one hundred thousand).

Estimated coolers utilized by our agencies is 1,300 (one thousand three hundred).

All interested bidders must provide proof that their water has been approved in a Bottled Spring Water certification program.

COMPANY

**SPECIFICATION FOR
DEPARTMENT OF CORRECTIONS**

DELIVERY OF BOTTLED SPRING WATER

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CONTRACT NO. GSS365-BOTTLED SPRING WATER
BOTTLED SPRING WATER

SPECIFICATIONS FOR DOC

I. ADDITIONAL DOC SECURITY REQUIREMENTS AND PROCEDURES

1. REQUIREMENTS

The correctional facility has issued regulations to be observed by all Contractors, their subcontractors (if any) and employees and other firms providing services for or otherwise assigned to or working on the Project in order to minimize disruption to prison operations and maintain security. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over delivery operations. The Contractor shall comply with all such regulations and consider the regulations when preparing their bid.

2. WORKING AT A DEPARTMENT OF CORRECTION FACILITY

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the Contracting Officer including their name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access to within the secure perimeter of the facility. Successful background check will need to be completed before any workers will be permitted inside of any facility.
- b. Delivery drivers will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. Proper clothing is required.
- e. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of past projects at a Department of Correction site, it takes between one half to one hour to enter or leave the facility.
- f. Contractor is also advised that only limited movement will be permitted while inside the compound.
- g. Contractors are requested to notify the Maintenance Supervisor upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- h. Completion of Security Clearance Form is required for all employees who will be working in any DOC facility (see next page for Security Clearance Form).

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SECURITY CLEARANCE APPLICATION
BUREAU OF PRISONS
PLEASE PRINT CLEARLY

NAME: _____
(LAST) (FIRST) (MIDDLE)

PLEASE LIST ALL OTHER NAMES YOU HAVE USED INCLUDING MAIDEN, NICKNAMES AND RELIGIOUS NAMES:

DOB: _____ PLACE OF BIRTH: _____ SSN#: _____

SEX: MALE / FEMALE RACE: _____ DRIVER'S LICENSE #: _____ State: _____

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: HOME: (_____) _____ WORK: (_____) _____

DO YOU HAVE A CRIMINAL CONVICTION AND/OR ARREST ANYWHERE, TO INLCUDE TRAFFIC TICKETS? NO/YES (IF YES, COMPLETE BELOW). HAVE YOU EVER BEEN ARRESTED ANYWHERE WHETHER CONVICTED/DISMISSED/NOLLE PROSSED OR PARDONED: NO /YES (IF YES, COMPLETE BELOW). IF YOU NEED MORE ROOM, PLEASE UTILIZE THE BACK OF THIS FORM.

COUNTRY : _____ DATE: _____

OFFENSE: _____ SENTENCE: _____

ARE YOU PRESENTLY UNDER DEPT. of CORRECTION SUPERVISION: NO/YES (IF YES, WHAT): _____

ARE YOU RELATED TO OR KNOW ANYONE INCARCERATED AT A DOC FACILITY; NO/ YES

IF YES, NAME OF INMATE AND YOUR RELATIONSHIP TO THEM: _____

REASON FOR CLEARANCE: _____ DATE OF ACTIVITY: _____ COMPANY/
ORGANIZATION _____

COMPANY/ORGANIZATION EMAIL ADDRESS: _____

PLEASE READ AND SIGN:

I understand that prison authorities will verify my criminal record information. I also understand that my application may be rejected for any reason.

SIGNATURE: _____ DATE: _____

The following is the result of the DELJIS and NCIC records checks:

DELAWARE WANTS/WARRANTS _____ DELWARE CRIMINAL HISTORY _____

NCIC WANTS/WARRANTS _____ NCIC CRIMINAL HISTORY _____

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DELJIS/NCIC
INVESTIGATOR _____ SIGNATURE _____ DATE _____

APPROVED _____ APPROVAL EXPIRES ON: _____ IF DENIED, PLEASE INDICATE REASON BELOW:

DENIED _____ (1) Dishonest/incomplete application; (2) Active pending warrants/capiases; (3) Felony convictions or incarceration for a felony in past five years; (4) Misdemeanor convictions or incarceration for misdemeanor in past two years; (5) DUI conviction past two years; (6) Trafficking/delivery and/or possession of controlled substance conviction past ten years; (7) Other (See Investigation for info).

Reviewer's Signature _____ Date _____

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BOTTLED SPRING WATER

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BOTTLED SPRING WATER

SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS

3. **CONTRABAND/TOOL CONTROL**

Title 11, Section 1256 of the Delaware Code specifies that,

“A person is guilty of promoting prison contraband when: (a) The person knowingly and unlawfully introduces any contraband into detention facility, or (b) The person possesses with intent to deliver any contraband to any person confined within a detention facility; or (c) Being a person confined in a detention facility, the person knowingly and unlawfully makes, obtains, or possesses any contraband.”

**DEPARTMENT OF CORRECTION
DAILY CONTRACTOR TOOL & EQUIPMENT INVENTORY**

The contractor tool/equipment form shall be completed and signed by all contractor personnel prior to entering a DOC facility. The following requirements apply:

1. A new tool & equipment inventory form shall be prepared, signed and dated each day.
2. This form shall serve as an inventory of all work and personal equipment carried into a Department of Correction facility and will serve to ensure that the inventoried equipment is removed from the facility at the end of the work day.
3. Each piece of work and personal equipment noted on this form shall be described in sufficient detail so that it can easily be identified and matched to the inventory by a Department of Correction staff.
4. Department of Correction strongly recommends that when work/personal equipment is to be carried into a Department of Correction facility on a repetitive basis, the equipment be marked with a unique identifier (e.g. personnel initials + number) so that it can be matched to the same unique identifier noted on the tool/equipment form.
5. Prior to entering and exiting secured areas of a Department of Correction facility, the daily tool/equipment inventory shall be reviewed and signed by the escorting officer.
6. If, prior to exiting a secured area, the preparer of this form determines that he or she cannot account for each piece of equipment, then he or she shall immediately notify the escorting officer.
7. If, prior to exiting a secure area, a Department of Correction staff cannot identify each tool or piece of equipment and reconcile it to the items inventoried on this form, then the Department of Correction staff will hold the group of contractor employees in the secure area until the discrepancy is resolved.
8. **All** tools and equipment being brought into the institution will be inventoried. Every job box will have an exact inventory of all tool boxes and equipment stored in that box. The box must be lockable and remained locked when not in use. **There are no exceptions to this rule.** List all tools for example

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hand tools (e.g. hammers, pliers, wrenches, and screwdrivers), electrical tools (e.g. measuring equipment, splicing equipment), power tools (e.g. drills, saws demolition equipment) and supplies (e.g. saw blades, drill bits). List all other equipment (e.g. two –way radios, writing pads, pens, pencils, etc). However, the list may be expanded to cover equipment specific to a scope of work or project. Fasteners will be inventoried prior to items entering the institution when deemed necessary by the Superintendent who must work in conjunction with the Warden’s office on a project-by-project basis. Their decision will be based on any potential security risk if lost. For example type of: nails, tap cons, lag bolts (approximately by weight or by box refer to how the item is sold and purchased). No fasteners will be left on any jobsite unless they are secured in a locked job box and approved by security.

9. Items not permitted include, but are not limited to: firearms, medicines, pocket knives, leather man tools, tobacco, matches, lighters, gum, beer, alcohol of any kind, glass bottles or containers, aluminum cans, metal knives spoons or forks, music radios, i-Pods, newspapers, fliers, or magazines.
10. Laptop computers, cameras, cell phones, and pagers are restricted items and their use can only be approved in writing, in advance by the Warden or his designee. Failure to declare an item at the sally port will result in that item being confiscated.

Contractor Name: _____ Signature & Date: _____

Tool and Equipment Inventory

IN		OUT	
Date		Date	
Contractor Name and Signature		Contractor Name and Signature	
Staff Signature		Staff Signature	
Time IN		Time OUT	

Item Description	Size, Type, Color or Other Identifying Information	Quantity	Unique Identifier	Verify (check)

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CONTRACT NO. GSS365-BOTTLED SPRING WATER
BOTTLED SPRING WATER

SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS (continued)

5. SPECIAL REQUIREMENTS

- a. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- b. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.

6. SITE SECURITY

- a. The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):

1. Photo Identification Card

- a. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
 1. Name;
 2. Date of Birth;
 3. Badge or ID Number;
 4. Address
- b. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collected at the end of the day and returned to the Main Gate.

2. Assigning Men to the Site

- a. Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon, on the previous work day before sending men to the project site, so an officer can be assigned to accompany all his personnel.

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BOTTLED SPRING WATER

SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS (continued)

3. Tools and Materials

- a. No tools or materials shall be left unguarded at any time, and they shall be removed from the working areas at the end of each working day or at anytime the workmen and assigned officer leave the area.

4. Prison Records

- a. Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record, and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and give or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.

5. Workmen Lunch Area/Searches

- a. Workmen will be expected to stay in their respective working areas during their lunch period, unless leaving the grounds is permitted.
- b. Workmen will be expected to submit to a search of themselves, their toolboxes, lunch containers, and/or their vehicles at any time, if the search is deemed necessary.

6. Prohibited Items

- a. The following items are prohibited from being brought onto the prison grounds and construction site:
 1. Alcoholic beverages and drugs
 2. Tobacco Products
 3. Explosive and firearms

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BOTTLED SPRING WATER

SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS(continued)

7. Working Dress and Workmen:
 - a. Workmen will maintain proper attire while working at the institution.
8. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
9. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
10. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
11. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc.). Also no affectionate or intimate behavior between official visitors and inmates is permitted.
12. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
14. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmate and/or prison personnel is strictly prohibited.
16. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
18. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that you communicate this confidentially to the Maintenance Superintendent.

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BOTTLED SPRING WATER

SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS (continued)

19. Tools and Equipment Safety

- a. Flammable Liquids Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
- b. Tools Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, signals, alarm boxes, etc.) at all times.
- c. Powder Actuated Tools Comply with Owner's Maintenance Superintendent's direction for control of powder used and stored.

20. Construction Personnel Vehicle Parking

- a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
- b. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

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BID QUOTATION REPLY SECTION

Contract No. GSS13365-BOTTLE_WATER

Bottled Spring Water

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, 2013 at 1:00PM (Local Time) at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
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

Sample Report 2

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required			Requested detail							
Vendor Name *	Vendor TaxID *	Contract Name/Number *	Vendor Contact Name*	Vendor Contact Phone *	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor or UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid

SAMPLE

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: contracting@state.de.us.

Proposal Reply Requirements

The response should contain at a minimum the following information:

1. Brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
2. Bid Quotation Reply Section must be completed with your pricing and returned.
3. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment C).
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
4. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment D) for each subcontractor – only provide if applicable.
5. One (1) completed Business Reference form (See Attachment E) – please provide references other than State of Delaware contacts. Form must be included.
6. One (1) completed ITB Exception form (See Attachment F) – please check box if no information. Form must be included.
7. One (1) completed Confidential Information form (See Attachment G) – please check box if no information provided will be considered confidential or proprietary. Form must be included.
8. One (1) complete OSD application (see link on Attachment H) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment B

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE – SUITE 4
DOVER, DELAWARE 19904-8202

NO BID REPLY FORM

Contract No. GSS13365-BOTTLE_WATER

Contract Title: Bottled Spring Water

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

Attachment C

CONTRACT NO.: GSS13365-BOTTLE_WATER
TITLE: Bottled Spring Water
OPENING DATE: May 29, 2013 at 1:00PM (Local Time)

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.

	Corporation
	Partnership
	Individual

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.

COMPANY NAME _____ (Check one)
 NAME OF AUTHORIZED REPRESENTATIVE _____
 SIGNATURE _____ TITLE _____
 COMPANY ADDRESS _____
 PHONE NUMBER _____ FAX NUMBER _____
 EMAIL ADDRESS _____
 FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

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

Business References

Contract No. **GSS13365-BOTTLE_WATER**

Contract Title: **Bottled Spring Water**

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.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.



State of Delaware

Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>