



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

March 28, 2013

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SHELLY K. ALIOA  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4553

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS13578A-MEAT**  
**Meat, Poultry, Fish and Dairy**

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**KEY CONTRACT INFORMATION**

**1. MANDATORY USE CONTRACT**

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

**2. CONTRACT PERIOD**

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Each vendor's contract shall be valid for a one (1) year period from April 1, 2013 through March 31, 2014. Each contract may be renewed for one (1) additional one (1) year extension period 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.

**3. VENDORS**

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<b>Karetas Foods</b> 1012 Tuckerton Court Reading, PA 19605 POC: Wayne Sody PH: 410-344-9106 Email: <a href="mailto:waynesody@comcast.net">waynesody@comcast.net</a> FSF: 0000017971	<b>JNS Foods, LLC</b> 6635 West Commercial Blvd Tamarac, FL 33319 POC: Eliot Meiseles PH: 954-718-7958 Email: <a href="mailto:emeieles@jnsfoods.com">emeieles@jnsfoods.com</a> FSF: 0000007633
<b>Good Source Solutions</b> 3115 Melrose Drive, Suite 160 Carlsbad, CA 92010 POC: Gil Hines PH: 800-735-4319 Email: <a href="mailto:gil@goodsource.com">gil@goodsource.com</a> FSF: 0000046037	

**4. SHIPPING TERMS**

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

**5. PRICING**

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Prices shall remain firm for the term of the contract unless Government Support Services accepts and agrees to a price adjustment as specified in the original ITB document.

**ADDITIONAL TERMS AND CONDITIONS**

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**6. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**7. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. 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.

**8. 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.

The state's decision to accept alternative products, or substitutions, will be final and binding.

**9. 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.

**10. HOLD HARMLESS**

The contractor 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 contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**11. NON-PERFORMANCE**

In the event the contractor 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 contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## **12. FORCE MAJEURE**

Neither the contractor 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.

## **13. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- 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 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>.

## **14. TECHNICAL SPECIFICATIONS**

Food delivered under this contract is used to feed school children as well as residents in State hospitals and prisons. Due to this fact, delivery requirements included in this solicitation are of major importance. Vendors who are habitually unable to meet the requirements of this solicitation are subject to penalty and possible contract termination. Expired foods will not be accepted.

**1. GENERAL REQUIREMENTS**

- No service fees or additional cost will be invoiced to Contract Users by the supplier during the term of this agreement (except as described in this ITB or mutually agreed upon in writing).
- There will be no “small order”, “minimum order”, or “special order” charges or surcharges.
- There will be no return fees for inaccuracies or other errors on the part of the supplier.

**2. SUBMISSION OF APPENDIX A**

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

Vendors may only bid on one brand name per line item; bidding on more than one brand per line item will result in rejection of the bid on that line item.

Only brand names specified for the items identified on the approved Meat Listing will be considered for those items. Brand names other than those specified will result in the rejection of the bid for that line item.

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

The requirements for this contract, contained in Appendix A, have been broken down into three sections: Department of Correction (DOC) and Department of Health and Social Services (DHSS). Ordering agencies may request additional items required during the term of the contract. Additionally requested items are to be noted on the monthly usage reports and are covered by the Terms & Conditions found in this solicitation.

**3. TIE BIDS**

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

**4. ERRORS**

When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise will not relieve the bidder. Erasures in bids must be explained over signature of bidder.

**5. TRADE NAME**

Reference to a particular trade name, manufacturer’s catalog, or model number is made for descriptive purposes to guide the bidder in interpreting the requirements of the State of Delaware. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

**6. APPLICABLE SPECIFICATION AND OTHER PUBLICATIONS**

The following publications of the issues in effect on date of invitation to bid, form a part of this specification:

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Federal Food, Drug and Cosmetic Act and General Regulations for its enforcement and subsequent decision of the U.S. Department of Agriculture.

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

**7. RESPONSIVENESS OF BIDDER**

Quantities involved, time of delivery, purpose for which required, competency of bidder, vendor's ability to render satisfactory service, and past performance will be considered on determining responsibility.

**8. CUSTOMER SERVICE**

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

**9. QUALITY ASSURANCE GUARANTEES**

The Supplier(s) is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the supplier(s). The Supplier(s) is to agree to repair and/or replace within 48 hours, without charge to Contract Users, any product or part thereof which proves to be defective or fails within the warranty period as specified. Agencies are required to notify the awarded vendor of rejection in writing through facsimile or email notification to the vendor point of contact, and shall retain copies of notices in their files.

If the rejected product cannot, or will not, be replaced by the awarded vendor with identical, approved and usable product within 48 hours, the agency may procure the product elsewhere, and chargeback any cost differences, including cost of handling, if any, to the awarded vendor.

**10. EXPIRED PRODUCT**

**At no time will the state agencies be expected to accept expired product nor should any awarded vendor make attempt to deliver product that has passed its identified product life.**

If it is determined that a vendor has delivered expired product, the product shall immediately be rejected by the receiving agency. If expired product is discovered while a shipment(s) is being unpacked, the agency shall notify the vendor within 24 hours and reject the product. Agencies shall notify the vendor in writing through facsimile or electronic correspondence that an expired product has been received, and shall retain copies of such correspondence in their records.

The delivering vendor has 48 hours to remove and replace the expired product with identical or substitute product that has been previously approved by the State. **If the expired and rejected product cannot, or will not, be replaced by the awarded vendor with identical, approved and usable product within 48 hours, the agency may procure the product elsewhere, and chargeback any cost differences, including cost of handling, if any, to the awarded vendor.**

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Additionally, if the vendor refuses to replace or pick up the expired product from the agency within the timeframe specified, the agency will not be held accountable for the billing nor the condition of the identified product delivered. The agency's accountability will extend to the thawing of previously frozen material, and if an unhealthy situation is created, the disposal of the rejected product.

**11. BACK ORDER**

It is the responsibility of the contractor to notify the ordering agency **in writing** immediately upon notification that an item is on back order. The contractor shall state the reason for the back order and the date the agency can expect delivery. Agencies shall be required to accept back orders within 48 hours of the original delivery date. Agencies shall reserve the right to accept back orders scheduled to take longer than 48 hours to deliver at their discretion, and shall make their decision known to the awarded vendor.

If the time to deliver a back ordered item is longer than 48 hours after original delivery was scheduled, the agency shall retain the ability to cancel the back order product delivery without cost or penalty. The agency is required to inform the awarded vendor of the cancellation in writing through facsimile transmission or email notification to vendor point of contact. Agencies shall retain copies of cancellations in their records.

**If the back order is canceled under this back order condition, the agency reserves the right to purchase from an alternative vendor, charging the increase in price and cost of handling, if any, to the original awarded contractor.**

**12. STOCK ITEMS**

All items bid will be considered stock items, unless otherwise noted on the bid. Please indicate on Appendix A whether the item is an in-stock item and if not the time in which the item can be expected to be in-stock.

**13. PRODUCT AVAILABILITY**

Suppliers must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users by suppliers in writing within two (2) business days. In such instances, suppliers agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements.

Awarded vendor(s) shall provide alternative product samples to the appropriate agency personnel along with nutritional data information sheets to allow for an approval or rejection of an alternate product.

**14. SUBSTITUTIONS**

**Substitutions of any products or quantity on any order are unacceptable unless the vendor has acquired written authorization from the designated buyer PRIOR to delivery.** Unauthorized substitutions may be subject to penalty.

The receiving agency shall reserve the right to immediately reject any product that has not been previously authorized by agency personnel. An agency's decision to accept delivery of a not previously authorized product is not a guarantee that future deliveries will be automatically accepted, or that the accepted product has become an authorized alternative. If a vendor seeks to include an alternative product as an authorized alternative, the awarded vendor must receive written authorization, or submit a sample and nutritional data information sheet to the agency for testing. **Only on acceptance of the substitution, and**

**written identification from the agency that the product has been accepted**, shall the vendor consider the product an authorized substitution which will be automatically accepted for future deliveries.

If the agency opts not to accept the delivered product for any reason, the agency shall make note on the bill of lading provided at the time of delivery. Such identification will serve as official notice to the vendor of the rejection, and no further correspondence will be required. The awarded vendor shall be provided with 48 hours within which to provide an authorized product. **If the vendor is not willing or is unable to supply the appropriate product to the agency, the agency shall reserve the right to obtain the product from an alternative supplier, and to charge any increase in price and/or cost of handling, if any, to the original awarded contractor.**

Unauthorized substitutions are also subject to the RETURNS section below.

## **15. NUTRITIONAL DATA SHEETS**

The contractor must furnish nutritional data sheets for **all items** bid with your bid package. TWO (2) COPIES of nutritional data sheets are to be submitted electronically in PDF format on TWO (2) SEPARATE CD or DVD media discs. The electronic file shall contain one file for each section; and contain the data sheets in the same order as the bid. Failure to do so may result in your bid being deemed non-responsive. Nutritional data sheets must be labeled with Vendor Name, Section (DOC, DHSS), and Line Item #. Product # on Nutritional data sheets must match the product # entered into Appendix A.

## **16. RETURNS**

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form, unauthorized substitutions or not included on the requisition form or purchase order may, at the discretion of the Contract Users, be returned to the Supplier's warehouse at the Supplier's expense within 30 days. Return Authorizations (RA's) must be credited immediately once Supplier receives the returned goods. **If product was returned due to poor condition or unauthorized substitution the Supplier must make arrangement to have product delivered within 48 hours if requested by ordering Agency at no additional charge.** No payments will be made for products that do not meet agreed upon pricing, quality, or other requirements to be specified in the ITB or the contract.

## **17. PERFORMANCE**

**Late/No Deliveries – Due to locations ordering based on weekly menus there is not room for late or no deliveries. Those vendors not able to meet the 72 hour delivery timeframe will have their order/products cancelled and will be charged the difference between their bid and the open market purchase. If there is a delay anticipated vendors must notify the ordering agency and give the Agency the choice to accept delivery at a later date with a proposed delivery date or purchase open market. If Agency accepts the alternative delivery date and product is not received, Agency will automatically purchase product open market and back charge the contracted vendor any difference in cost. If Agency, is not contacted prior to delivery and given the choice to accept product at a later date or purchase open market, Agency will automatically purchase open market and back charge the contracted vendor any difference in cost.** Three late deliveries to any agency will result in removal from the bidders list for a three (3) month period.

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

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

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

## **18. PENALTIES**

In the event that the vendor is found to be habitually non-compliant with the requirements of this solicitation/contract they may be subject to the following corrective actions:

- Quarterly rate increases for the next quarter will be denied for any three (3) actionable non-performance occurrences per section – DOC, DHSS
- Individual line item will be removed from vendor's award and offered to the next lowest, responsive bidder for the remaining contract term for any three (3) actionable non-performance occurrences per line
- Contract Termination.

## **19. DEVIATIONS TO SPECIFICATIONS**

All deviations to specifications must be noted. Those vendors not noting deviations will be expected to deliver products as specified. Total order must be delivered on the specified dates; partial shipments will be considered cause for rejection of delivery of the item.

Any deviations found not noted on bidding documents may cause ordering Agency to purchase product open market and back charge the vendor any additional cost to the Agency.

## **20. DOC TECHNICAL SPECIFICATIONS**

### **a. USDA GRADE STAMP**

All meat products with grade specified must have USDA Grade Stamp on item itself, i.e. Outside Round shall have a purple stamp reading "USDA Select."

### **b. DELIVERY TICKETS**

All delivery tickets, including direct deliveries from the manufacturer or from your warehouse, must reference the FS requisition number, e.g. FS-302, located on the top right hand side of the Department of Correction (DOC) order sheet – failure to comply with this request may result in delayed payment of invoice.

### **c. SAMPLES**

All samples submitted must have accompanying Manufacturer Product Specification Sheets inclusive of:

- Item name
- Brand name
- Product code
- Unit/pack size
- Ingredients
- Nutritional information including Sodium and Fat content

ALL SAMPLES MUST HAVE THE VENDOR NAME CLEARLY MARKED ON THE PACKAGE. When required, samples must be furnished and approved by the Food Services Quality Control Administrator on or by the specified time, free of expense to the State and as specified by the Food Services Quality Control Administrator. All samples submitted are subject to mutilation as a result of tests by the Department. The Department, for comparison with deliveries, will retain award samples. Failure to submit sample when requested will result in disqualification or non-consideration of bid. [Samples delivered for testing and approval must be delivered in the original packaging/case pack.](#)

**d. DELIVERY LOCATIONS/HOURS OF ACCEPTANCE**

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

**Deliveries accepted between 6:30 AM and 1:30 PM, Monday through Friday. This location does not accept deliveries between 11:00 AM and 11:45 AM local time and on holidays.**

**e. DELIVERIES**

Vendor will deliver as specified on order. **Failure to notify Roy Miller, Warehouse Supervisor, Department of Correction, at (302) 653-2862, of late deliveries will result in the purchase being made on the open market and the difference being charged to the vendor.** Deliveries are to be made in a mechanically refrigerated truck. All containers must be identified as to content. Vendor's deliverymen must assist in unloading. **NOTE: DELIVERIES MUST BE WITHIN 48 HOURS OF REQUESTED DELIVERY DATE. VENDORS ARE REQUIRED TO CONTACT THE CENTRAL SUPPLY WAREHOUSE WHEN UNABLE TO DELIVER AS REQUESTED.**

**f. SHIPMENT**

No partial shipments accepted per line item.

**g. LABELING REQUIREMENTS**

1. All exterior packaging shall be labeled with:

- Product name
- Product/Item code
- Brand/Packer's name
- USDA inspection stamp
- Unit/pack size
- Pack date
- Ingredients
- Nutritional values including Sodium and Fat content
- Safe handling instructions, to include storage and shelf life
- Thawing instructions, if applicable
- Cooking instructions, if applicable

2. All interior packaging with multi-package units that require interior labeling per product specifications, shall be labeled with:

3. All meat products with grade specified must have:

USDA Grade Stamp on item itself, i.e. Gooseneck bottom Round shall have a purple stamp reading "USDA Select."

**h. ORGANOLEPTIC REQUIREMENTS**

All meats for purpose of this contract shall be free from rancidity; free of fruity, sulfide-like, cardboardy, tallowy, oily, oxidized, metallic, chlorine and other off or foreign odors; free of foreign materials (e.g., glass, metal, paper, rubber); must show no evidence of mishandling or deterioration; and must have bright color with no evidence of dehydration or freezing and thawing. Any product that does not comply with the organoleptic requirements will be rejected for use under this contract.

**i. LITERATURE**

Failure to attach or enclose cuts and/or descriptive literature when requested in bids may result in disqualification or non-consideration of such bids.

**j. QUALIFYING BIDDERS**

Prior to solicitation and or awarding of bid, DOC may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work.

**k. DISQUALIFICATION**

Awards will not be made to any person, firm or company in default of a contract with Government Support Services, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.

**l. BILLING/PAYMENT OF INVOICES**

The contractor must prepare and submit a **valid** invoice to DOC. **The invoice must include the DOC Requisition Number on shipping tickets and invoices.**

**m. NEW GOODS, FRESH STOCK**

All contracts, unless otherwise specifically stated shall produce new commodities, fresh stock, latest model, design, or pack.

**n. INTERPRETATION**

Deliveries must be made as directed by the DOC when not in conflict with bid or quotation. If no delivery instructions appear on an order it will be interpreted to mean prompt delivery required. The decision of the Purchasing Administrator as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of commodities by purchaser shall rest with the contractor.

**o. EXTENSION OF TIME**

Any extension of time on delivery as specified must be in writing from the Purchasing Administrator of the DOC with such extension applicable on to the particular item or shipment affected.

**p. METHOD OF CONTAINERS**

Unless otherwise specified, goods shall be delivered in NSF approved commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Department unless otherwise definitely specified by Bidder.

**q. WEIGHT CHECKING**

Deliveries shall be subject to re-weighting over official sealed scales designated by the State. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed to such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by DOC.

**r. INSPECTION AND TESTS**

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

**s. ONE TIME DELIVERIES**

The Department of Correction may from time to time have the availability to have one-time delivery of products. If this is available please indicate a different cost if applicable for one-time deliveries. This information should be completed on the Appendix A-Pricing Spreadsheet in column H.

**21. DHSS TECHNICAL SPECIFICATIONS**

**a. DELIVERY**

There will be a weekly order placed every 7 days. Deliveries may be made Monday through Friday, between the hours of 8:00 a.m. and 3:00 p.m. **Absolutely no deliveries will be accepted after 3:00 p.m.**

**In case of unforeseen circumstances, one 'Emergency Need' delivery per month must be permitted. 'Emergency Need' deliveries are to be made within 72 hours of original order.**

Deliveries are to be made in a refrigerated truck in accordance with State of Delaware Food Code requirements. (<http://www.dhss.delaware.gov/dhss/dph/hsp/files/99fdcodechap3.txt> )

All cases must be identified as to content and purchase order number.

Vendor delivery men must assist in unloading.

Total poundage per item delivered must be within a five percent (5%) tolerance of the specified amount ordered.

**b. USE OF SUBCONTRACTOR FOR DELIVERIES**

Bidder must establish a permanent answering service for the purpose of receiving orders and reporting delivery shortages and problems.

**c. LIABILITY**

The contractor will hold each Department facility or other participating state agency free of any damages resulting from consumption of products delivered under this contract, when such damages are attributed to foreign materials or other defects in products delivered by the contractor.

**d. PURCHASE ORDERS**

Purchase orders will be issued to the successful bidders within a responsible time after award of contract has been made. No deliveries hereunder shall be made until after receipt of formal State purchase order.

**e. PACKING**

Packing – All items shall be delivered in standard commercial containers so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery, or blanket wrapped trailer load lots.

**f. PAYMENT OF INVOICES**

Successful Bidders will invoice per instructions on purchase order.

All invoices shall be sent to – Delaware Health and Social Services, Accounts Payable Section, 1901 N. DuPont Highway , New Castle, Delaware 19720. Every Packing Slip, Delivery Ticket and Invoice must include:

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

**g. CASH DISCOUNT**

Cash discounts for prompt payment of invoice shall be deducted and net prices only given in the bid. All bids must be on the unit as specified; as designated in the unit column, or they **will not** be considered.

**h. BID INFORMATION**

In connection with this bid the bidder must furnish the Brand Names of the item being offered. Failure to furnish the information requested will subject bid to disqualification.

**i. LABELING**

Legible commercial labeling will be acceptable, providing it conforms with the Federal Food, Drug and Cosmetic Act and General Regulations for its enforcement.

**j. LABELING REQUIREMENTS**

All exterior packaging shall be labeled with:

- Product name
- Product/Item code
- Brand/Packer's name
- USDA inspection stamp
- Unit/pack size
- Pack date
- Ingredients
- Nutritional values including Sodium and Fat content
- Safe handling instructions, to include storage and shelf life
- Thawing instructions if applicable
- Cooking instructions if applicable
- Expiration Date

All interior packaging with multi-package units that require interior labeling per product specifications, shall be labeled with:

- Product name and package weight

All meat products with grade specified must have:

- USDA Grade Stamp on item itself, i.e. Gooseneck bottom Round shall have a purple stamp reading "USDA Select."

**k. MENU AND RECIPE SUPPORT**

Vendor will provide menu, recipe and nutrition data in both electronic and paper format. Recipes will be developed for 10, 50 and 100 servings. The nutrient analysis will be provided in an Excel spreadsheet format.

**l. SHIP TO LOCATIONS**

**There will be no minimum orders for the following locations:**

Delaware Psychiatric Center, 1901 N. DuPont Hwy, Main Building, New Castle, DE 19720

Delaware Hospital for the Chronically Ill, 100 Sunnyside Road, Smyrna, DE 19977

Emily P. Bissell Hospital, 3000 Newport Gap Pike, Wilmington, DE 19808

Governor Bacon Health Center, 1 Wilmington Ave, Delaware City, DE 19706

Stockley Center, 26351 Patriots Way, Georgetown, DE 19947

Ferris School, 959 Centre Road, Wilmington, DE 19805

## **15. DOC SECURITY REQUIREMENTS & 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, maintain security and facilitate the construction process. 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 construction operations. The contractor shall comply with all such regulations and consider the regulations when preparing his/her 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 DOC including 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 the secure perimeter of the facility.
- b. Workmen will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. A list of tools must be supplied with each truck. Inventory shall be taken by the contractor at the beginning and end of each workday. Correctional Officers reserve the right to inspect and inventory all toolboxes, workmen and trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
- e. Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required to inspect the vehicles.
- f. Proper construction clothing is required. Short pants are not permitted.
- g. 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 previous projects at a Department of Correction site, it takes between one half hour to one hour to enter or leave the facility.
- h. Contractor is advised that only limited movement will be permitted while inside the compound.
- i. Contractors are requested to notify the Director of Custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- j. Completion of "A" Short Form is required for all employees (see page 35 for "A" Short Form).

### **3. CONTRABAND/TOOL CONTROL**

- a. Title 11, Section 1256 of the Delaware Code specifies that "a person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband."

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- b. No one may introduce into or possess on the grounds of any institution of any of the following that are considered to be contraband except as noted:
  - 1. Any intoxicating beverage.
  - 2. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant, or drug except as authorized or approved by an institution affiliated physician.
  - 3. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.
  - 4. Any instrument that may be used as an aid in attempting an escape.
  - 5. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
  - 6. Any article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.
  
- c. In addition to above, no inmate may possess:
  - 1. Tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
  - 2. Money.
  
- d. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or relating equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.
  
- e. Classification of Tools: It is difficult to classify every specific tool. However, the classification tools can be determined according to the following categories.

Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:

- a. Diamond-point drills
  - b. Ice picks
  - c. Hones and sharpening stock
  - d. Metal cutters, blades
  - e. Bolt cutters
  - f. Cleaners
  - g. Cutting torches
  - h. Electric drills, portable
  - i. Electric bench and portable grinders
  - j. Files
  - k. Gear pullers
  - l. Diamond point and regular hacksaw blades
- f. Lost or stolen tools must be reported to security of the Department of Correction.
  
  - g. Broken saw blades must be removed from the property (not left or discarded on site).

**4. GENERAL REQUIREMENTS**

- a. All tools will be accounted for by the worker and escorting officer upon completion of daily work.
- b. Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
- c. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- d. It is essential that construction operation and debris removal be conducted in a manner to assure that materials that may be used as weapons do not fall into the hands of inmates.
- e. Anything of unusual nature as loss of a key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- f. In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered.
- g. Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.
- h. Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.
- i. Inmates are not permitted to franchise with the public or contractors.

**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.
- c. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- d. Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

**6. SITE SECURITY**

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.):

a. Photo Identification Card

1. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
  - a. Name;
  - b. Date of Birth;
  - c. Social Security Number; and
  - d. Address.
2. 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.

b. Assigning Men to the Site

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.

c. Tools and Materials

No tools or materials shall be left unguarded at any time, and tools 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.

d. Prison Records

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 either provide 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.

e. Workmen Lunch Area/Searches

1. Workmen are expected to stay in their respective working areas during their lunch period unless leaving the grounds is permitted.
2. All workmen are expected to submit to a search of themselves, toolboxes, lunch containers, and vehicles at any time if the search is deemed necessary.

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f. Prohibited Items

The following items are prohibited from being brought onto the prison grounds and construction site:

1. Alcoholic beverages and drugs
2. Explosive and firearms
3. Tobacco products

g. Working Dress and Workmen

Workmen will maintain proper attire while working at the institution.

- h. 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.
- i. 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.
- j. 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.
- k. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas hallways, center areas, etc. Affectionate or intimate behavior between official visitors and inmates is prohibited.
- l. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
- m. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- n. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
- o. The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly prohibited.
- p. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
- q. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- r. 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 the contractor communicate this confidentially to the Maintenance Superintendent.

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s. Tools and Equipment Safety

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

t. Construction Personnel Vehicle Parking

1. Parking spaces for privately owned vehicles operated by construction personnel may be limited.

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.