State of Delaware
BREAD AND BREAD PRODUCTS

Invitation to Bid

Contract No. GSS19005-BREAD_PROD

August 16, 2019

- Deadline to Respond -
September 12, 2019
3:00 PM (Local Time)
CONTRACT NO. GSS19005-BREAD_PROD

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" (ITB) for GSS19005-BREAD_PROD, Bread and Bread Products. The invitation consists of the following:

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
I – PERFORMANCE BOND
J – BID BOND

APPENDIX A – Technical Specifications
APPENDIX B – Delaware Department of Correction, Security Requirements & Procedures
APPENDIX C – Pricing Spreadsheet

All appendixes are made part of this solicitation. Appendixes B and C are available for download at the following site:

http://bids.delaware.gov/

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 September 12, 2019 at 3:00 PM (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 Pam Barr at pamela.barr@delaware.gov.
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.
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.

ITB: Invitation to Bid.

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. KEY ITB DATES/MILESTONES

The following dates and milestones apply to this ITB and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB Availability to Vendors</td>
<td>August 16, 2019</td>
</tr>
<tr>
<td>Written Questions Due No Later Than (NLT)</td>
<td>August 20, 2019 at 4:30 pm local time</td>
</tr>
<tr>
<td>Written Answers Due/Posted to Website NLT</td>
<td>August 23, 2019</td>
</tr>
<tr>
<td>Bids Due NLT</td>
<td>September 12, 2019 at 3:00pm local time</td>
</tr>
<tr>
<td>Public Bid Opening</td>
<td>September 12, 2021 at 3:00pm local time</td>
</tr>
</tbody>
</table>
7. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Invitation to Bid.

All questions with regard to the interpretation of this Invitation must be received in writing by August 20, 2019 at 4:30 PM. All questions will be answered in writing by August 23, 2019 and posted on http://bids.delaware.gov/ website. All questions must make specific reference to the section(s) and page numbers from this Invitation to Bid where applicable. Oral explanations or instructions will not be binding.

8. 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.

9. 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.

10. 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).

11. 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.

12. PROPOSAL GUARANTY; BID BOND

WAIVED

13. ITB DESIGNATED CONTACT

All requests, questions, or other communications about this ITB shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized.
as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the ITB designated contact.

Pam Barr  
Pamela.barr@delaware.gov  
GOVERNMENT SUPPORT SERVICES  
100 ENTERPRISE PLACE - SUITE 4  
DOVER, DE 19904-8202

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

14. 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 and any costs for returned proposals. Proposals received after the time set for public opening will be returned unopened.

15. 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.

16. 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.

17. 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.

18. 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. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.

e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

f. 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.

g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

19. ADDENDA TO THE INVITATION TO BID (ITB)

If it becomes necessary to revise any part of this ITB, revisions will be posted at [http://bids.delaware.gov/](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.

20. 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 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.

21. 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.

22. 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.

23. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor’s obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State’s intention to hire.

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 performance 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 PERFORMANCE BOND

Bond is waived.

6. WARRANTY

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public,
FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective
material, workmanship, and performance.

7. THE CONTRACT(S)

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget,
Government Support Services acting for all participating agencies.

8. RETURN OF BIDDER’S DEPOSIT

Not applicable.

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.

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. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

4. 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.

5. 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.

6. 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.

7. TAX EXEMPTION

a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

8. 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.

9. 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.

10. 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.

11. 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.

12. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all
known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

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, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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. During the performance of this contract, the contractor agrees as follows:

1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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.
II. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

This contract will be issued to cover the Bread and Bread Products requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

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. COOPERATIVE USE OF AWARD

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

4. CONTRACT PERIOD

Each vendor’s contract shall be valid for two (2) years from October 15, 2019 through September 30, 2021. 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.

5. PRICES

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

Vendors are not restricted from offering lower pricing at any time during the contract term

6. 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 one (1) paper copy and one (1) electronic copies on CD, DVD media disk, or USB memory stick.
The Master Copy must contain original signatures in all locations requiring a vendor signature. CD, DVD media disk, or USB memory stick must also contain the completed Appendix C Excel sheets, in Excel format.

7. 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. State of Delaware terms will take precedence.

8. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

9. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

10. PRICE ADJUSTMENT

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 two 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.

11. SHIPPING TERMS

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

12. 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. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

Prior contract utilization may be viewed at the following site: http://contracts.delaware.gov/
13. ELECTRONIC CATALOG

At the discretion of Government Support Services, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

14. FUNDING OUT

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

15. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

16. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

17. MANDATORY INSURANCE REQUIREMENTS

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 the following coverage depending on the type of service or product being delivered.

a. Commercial General Liability - $1,000,000 per occurrence/$3,000,000 aggregate,
   and

b. Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate,
   and

c. 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.
   and

d. The vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:
Note: The State of Delaware shall not be named as an additional insured.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

18. 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, pursuant to 29 Del. C. § 6926.

19. 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.

20. INDEMNIFICATION

a. General Indemnification
By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney’s fees, arising out of the vendor’s its agents and employees’ performance work or services in connection with the contract.

b. Proprietary Rights Indemnification
Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor’s expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without
limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively “Products”) is or in vendor’s reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

21. 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.

22. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with Special Provisions, Item 40 below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State’s invoice detailing the open market purchase. 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.

23. 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.

24. 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.

25. EXCEPTIONS
Bidders may elect to take exception to the terms and conditions of this ITB by completing Attachment F. 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 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 F to be considered.** Exceptions listed elsewhere in the Vendor’s proposal will not be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

### 26. MANDATORY USAGE REPORTING

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

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendorusage@state.de.us, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible 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 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) 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, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity 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.
27. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment E. Include business name, mailing address, contact name and phone number, email address, number of years doing business with, and type of work performed. Personal references cannot be considered.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

28. 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, email, 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.

29. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19005-BREAD_PROD on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.

30. 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.

31. 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.

32. 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.
33. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Services 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 Opportunity Buy Flowchart. 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.

34. I FOUND IT CHEAPER

Director for the State of Delaware, Office of Management and Budget, Government Support Services 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 I Found It Cheaper Flowchart. 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.

35. 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 State of Delaware requires completion of the Delaware Substitute Form W-9 through the Delaware Supplier Portal at: https://esupplier.erp.delaware.gov to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for “matching.” If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

36. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor’s proposal by completing Attachment D, and are subject the approval and acceptance of Government Support Services.

37. PERSONNEL, EQUIPMENT AND SERVICES

a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor 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 equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment D are considered approved upon award. Changes to those subcontractor(s) listed in Attachment D must be approved in writing by the State.

38. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. §6909B, the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. §711(g) for applicable established provisions.

39. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State’s on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at: https://sexoffender.dsp.delaware.gov/

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee’s service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency’s decision to allow or deny access to any individual identified on a registry database is final and at the Agency’s sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency’s contract.

40. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Reserved

41. 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.
42. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: http://dia.delawareworks.com/labor-law/prevailing-wage.php.

43. PREVAILING WAGE

Reserved

44. 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.

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: Environmentally Preferred Purchasing Policy.

45. DISPUTE RESOLUTION

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the
arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys’ fees.

46. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this ITB shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (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 Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor 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 Agency.

b. Termination for Convenience

The Agency may terminate the P.O. 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non- Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

47. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this ITB may be terminated as follows by Government Support Services.

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof, at least thirty (30) 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 Vendor under this Contract shall, at the option of the State, become its property, and the Vendor 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.
On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor’s method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State’s termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor’s proposed action plan and proceed with the original contract cancellation timeline.

b. Termination for Convenience
The State may terminate this 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations
In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

48. CHANGES
Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

49. AFFIRMATION
The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

50. 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.

51. IRS 1075 Publication (If Applicable)

Reserved

52. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

53. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

54. 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 where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

55. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment D) 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.
56. 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 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. Corrective Action Report

57. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor’s proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor’s information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seg. (“FOIA”). FOIA requires that the State of Delaware’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA’s public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their
proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor’s confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor’s confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled “Confidential Business Information” and include the specific RFP number. The envelope must contain a letter from the Vendor’s legal counsel 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.

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. A vendor’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

58. PRICE NOT CONFIDENTIAL

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

59. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State’s seal or imply preference for the solution or goods provided.
IV. BID QUOTATION REPLY SECTION

Contract No. GSS19005-BREAD_PROD

BREAD AND BREAD PRODUCTS

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 September 12, 2019 at 3:00 PM (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 bidder(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 - Monthly Usage Report

For Illustration Purposes Only

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report 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 for each agency and school district.

<table>
<thead>
<tr>
<th>Customer Group</th>
<th>Customer Department, School District, or OTHER - Municipality / Non-Profit</th>
<th>Customer Division (State Agency Section name, School name, Municipality / Non-Profit name)</th>
<th>Item Description</th>
<th>Awarded Contract Item (YES/NO)</th>
<th>Contract Item Number</th>
<th>Unit of Measure</th>
<th>Qty</th>
<th>Contract Proposal Price/Rate</th>
<th>Total Spend (Qty x Contract Proposal Price/Rate)</th>
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E-mail report to vendorusage@state.de.us no later than the 15th of each month for prior calendar month usage.

Check here if there were no transactions for the reporting period: [ ]

See Below for Transaction Detail

Sample Report 1
FOR ILLUSTRATION PURPOSES ONLY

<table>
<thead>
<tr>
<th>State of Delaware</th>
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<tbody>
<tr>
<td>Subcontracting (2nd tier) Quarterly Report</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime Name:</th>
<th>Report Start Date:</th>
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</thead>
<tbody>
<tr>
<td>Contract Name/Number</td>
<td>Report End Date:</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Today's Date:</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Name*</th>
<th>Vendor TaxID*</th>
<th>Vendor Contact Name*</th>
<th>Vendor Contact Phone*</th>
<th>Report Start Date*</th>
<th>Report End Date*</th>
<th>Amount Paid to Subcontractor*</th>
<th>Work Performed by Subcontractor or UNSPSC</th>
<th>M/WBE Certifying Agency</th>
<th>Veteran/Serviceman Disabled Veteran Certifying Agency</th>
<th>2nd tier Supplier Name</th>
<th>2nd tier Supplier Address</th>
<th>2nd tier Supplier Phone Number</th>
<th>2nd tier Supplier Email</th>
<th>Description of Work Performed</th>
<th>2nd tier Supplier Tax Id</th>
<th>Date Paid</th>
</tr>
</thead>
</table>

**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: vendorusage@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. One (1) paper copy of bid response paperwork.
3. One (1) electronic copy (CD, DVD, USB memory stick) of the bid response and Pricing
   a. **NOTE**: Appendix C (Pricing Spreadsheet) **must** be provided in **active** excel format.

The Appendix C – Pricing Spreadsheet is available at the following website:

   www.bids.delaware.gov

Vendors **MUST** provide copies of **all** pricing spreadsheet tabs.

4. Nutritional information on all items vendor is submitting pricing on

5. One (1) complete, signed and notarized copy of the non-collision agreement (See Attachment C).
   **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**

6. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment D) for each subcontractor – only provide if applicable.

7. One (1) completed Business Reference form (See Attachment E) – please provide references other than State of Delaware contacts. Form must be included.

8. One (1) completed ITB Exception form (See Attachment F) – please check box if no information. Form must be included.

9. 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.

10. 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.
NO BID REPLY FORM

Contract No. GSS19005-BREAD_PROD  Contract Title: Bread and Bread Products

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.

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.
Attachment C

Contract No. GSS19005-BREAD_PROD  Contract Title: Bread and Bread Products
DEADLINE TO RESPOND: September 12, 2019 3:00 PM

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment F, the Vendor’s acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

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

COMPANY NAME ______________________________________________________________ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE ____________________________________________

SIGNATURE __________________________ TITLE _________________________________

COMPANY ADDRESS ______________________________

PHONE NUMBER __________________________ FAX NUMBER __________________________

EMAIL ADDRESS __________________________________ STATE OF DELAWARE

FEDERAL E.I. NUMBER __________________________ LICENSE NUMBER __________________________

<table>
<thead>
<tr>
<th>COMPANY CLASSIFICATIONS:</th>
<th>Certification type(s)</th>
<th>Circle all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprise (MBE)</td>
<td>Yes No</td>
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<tr>
<td>Woman Business Enterprise (WBE)</td>
<td>Yes No</td>
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<tr>
<td>Disadvantaged Business Enterprise (DBE)</td>
<td>Yes No</td>
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<tr>
<td>Veteran Owned Business Enterprise (VOBE)</td>
<td>Yes No</td>
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<tr>
<td>Service Disabled Veteran Owned Business Enterprise (SDVOBE)</td>
<td>Yes No</td>
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The above table is for informational 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 (5) 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 ________
## SUBCONTRACTOR INFORMATION FORM

**Contract No. GSS19005-BREAD_PROD**  
**Contract Title: Bread and Bread Products**

### PART I – STATEMENT BY PROPOSING VENDOR

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<tbody>
<tr>
<td>1. CONTRACT NO.</td>
<td>2. Proposing Vendor Name:</td>
<td>3. Mailing Address</td>
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<tr>
<td>GSS19005-BREAD_PROD</td>
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4. **SUBCONTRACTOR**

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<tr>
<td>a. NAME</td>
<td>4c. Company OSD Classification:</td>
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<td>Certification Number:</td>
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<td>4g. Veteran Owned Business Enterprise</td>
<td>4h. Service Disabled Veteran Owned Business Enterprise</td>
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<td>□ Yes □ No</td>
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5. **DESCRIPTION OF WORK BY SUBCONTRACTOR**

6a. **NAME OF PERSON SIGNING**

7. **BY (Signature)**

8. **DATE SIGNED**

6b. **TITLE OF PERSON SIGNING**

### PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR

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<tr>
<td>9a. NAME OF PERSON SIGNING</td>
<td>10. <strong>BY (Signature)</strong></td>
<td>11. <strong>DATE SIGNED</strong></td>
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</tbody>
</table>

9b. **TITLE OF PERSON SIGNING**

Use a separate form for each subcontractor
BUSINESS REFERENCES

Contract No. GSS19005-BREAD_PROD
Contract Title: Bread and Bread Products

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 provide a separate list the contract(s).

<table>
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<tr>
<th>Contact Name &amp; Title:</th>
<th>Business Name:</th>
<th>Address:</th>
<th>Email:</th>
<th>Phone # / Fax #:</th>
<th>Current Vendor (YES or NO):</th>
<th>Years Associated &amp; Type of Work Performed:</th>
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STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.
ITB EXCEPTIONS FORM

Contract No. GSS19005-BREAD_PROD
Contract Title: Bread and Bread Products

Proposals must include all exceptions to the specifications, terms or conditions contained in this ITB. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this ITB.

<table>
<thead>
<tr>
<th>Paragraph # and page #</th>
<th>Exceptions to Specifications, terms or conditions</th>
<th>Proposed Alternative</th>
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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.
CONFIDENTIALITY FORM

Contract No. GSS19005-BREAD_PROD
Contract Title: Bread and Bread Products

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.
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

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.

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

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.
BOND HAS BEEN WAIVED

PERFORMANCE BOND
Bid Bond

BOND HAS BEEN WAIVED
APPENDIX A – Technical Specifications

1. **AMENDMENTS:**

This contract may be amended, and may include any new products necessary to meet nutritional values and Programs; all and any amendment must be in writing, by mutual agreement of the parties.

2. **ORDERS:**

Orders shall be placed, either by mail, telephone, or through the distributor’s representative. All orders are to be in the distributor’s possession on **Thursday** to cover deliveries for the following week. Any adjustments must be made forty-eight (48) hours in advance of delivery. The successful bidder shall have a local telephone exchange, toll-free number or agree to accept the charges for long distance calls.

3. **ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Director, Government Support Services, of the State of Delaware.

4. **DELIVERY REQUIREMENTS:**

Delivery shall be each day that school is in session before 8:00 am, and to state agencies as ordered. It shall be the responsibility of the agency to provide vermin proof boxes, if required. All food items shall be delivered in vehicles maintained in sanitary conditions. The School Nutrition/Food Service Supervisor shall specify delivery days. Vendor shall provide a copy of agreed upon delivery schedule. Additional deliveries per week may be required as necessary. An authorized individual must sign all delivery slips. Any delivery slip not signed may not be submitted for payment. **Any deliveries left on dock unattended and without a signature from authorized party, will be considered a non-delivery.**

5. **DELIVERY SLIPS AND INVOICES:**

Delivery slips shall be provided at the time of delivery. Itemized invoices shall be submitted monthly to the School District Food Service Office or ordering agency not later than the third working day after the close of the previous month’s business. Delivery Slips shall contain the following information for each item delivered:

- The Purchase Order Number
- The Name of Article and Supplier’s Stock Number
- The Quantity Ordered
- The Quantity Shipped
- The Quantity Back Ordered
- The Name of the Vendor

Vendors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

6. **QUALITY:**

All items are to be delivered freshly baked and not previously frozen. All bidders shall comply with the Code of Federal Regulations (21 CFR; Parts 17.1, 17.2, 17.3, 17.4 Food and Drugs) and all State Division of Public Health rules and regulations. In addition, all bids received must comply with the U.S. Department of Agriculture, Food & Consumer Service Instruction #783-1, Exhibit A, pg. 1 Group B (provided). All items to be individually packaged or wrapped (i.e. one loaf of bread and/or one dozen rolls). **ALL products must be "Enriched".**
7. **INSPECTION/ACCEPTANCE:**

The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the Agency/School District. In the event the goods and/or services supplied are found to be defective or do not conform to specifications, the State reserves the right to cancel the order upon notice (verbal or in writing) to the vendor and return foods to vendor at the vendor’s expense.

8. **RACK SYSTEMS:**

Vendors shall provide Racking Systems within fifteen (15) days of request by food directors. **All baked goods shall be delivered in appropriately sized boxes or racks. Loose stacking will not be acceptable.**

9. **SAMPLES:**

Once bids are reviewed or any time after award has been made, any School District or State Agency, may contact you to provide samples for evaluation. Samples must be provided within five (5) days of the request at no charge to the School District or Agency.

10. **FACILITY INSPECTION:**

The Office of Management and Budget, Government Support Services reserves the right to inspect a vendor or subcontractor processing facility, giving twenty-four (24) hours notice of its intent to do so, at anytime, prior to or during award of this contract for the purpose of determining vendor or subcontractor capability. This inspection may be used as the basis for contract award. Periodic facility inspections may be performed by Government Support Services during the term of the contract with the successful bidder.

11. **NUTRITIONAL ANALYSIS:**

All items must have labels stating nutritional value on each pack. Please enclose a sample label with corresponding item number with this bid. **Failure to submit product label with corresponding item contract item number shall result in rejection of bid.** One of the goals of the state agencies is to adopt policies ensuring that all foods and beverages available contribute toward eating patterns that are consistent with the Dietary Guidelines.

Foods that meet the whole grain-rich criteria for the school meal programs contain 100 percent whole grain or a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. The remaining 50 percent or less of grains, if any, must be enriched. Schools can use the following elements to evaluate if a grain product meets the whole grain-rich criteria: Element 1: The food item must meet the ounce equivalent (oz eq) requirements for the grains component as defined in SP 30-2012 and the revised Exhibit A for School Meal Programs available at https://fns-prod.azureedge.net/sites/default/files/cn/SP30-2012os.pdf. AND Element 2: The food must meet at least one of the following requirements: a. Whole grains per oz eq are at least 8.0 grams or more for Groups A – G of Exhibit A. For Groups H and I, the volumes or weights listed must be offered to credit as 1 oz eq, and whole grains must be the primary grains (with other grains being enriched). This information may be obtained from the product packaging or from the manufacturer, (should be provided in spec sheets).

12. **ALLERGEN STATEMENT:**

All items must have an allergen statement detailing any allergens in the product as well as the production of the product in a nut facility or with shared equipment contact with nuts in a facility.
13. **HACCP:**

"Each Awarded vendor(s) shall provide a letter stating that they follow a Hazard Analysis and Critical Control Points (HACCP) program or good manufacturing practices." Each vendor is to send a letter to each buyer/purchasing agent to keep on file, this letter must state that they have a HACCP program or follow good manufacturing practices.

14. **ADDITIONAL GUIDELINES:**

- No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of this agreement (except as described in this ITB or mutually agreed upon in writing).
- There will be no “small order”, “minimum order,” or “special order” charges or surcharges.
- There will be no return fees for inaccuracies or other errors on the part of the supplier.
- Any rush delivery that occurs as a result of Supplier’s error (e.g., stock-outs, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.
- Please note that as a high volume purchaser of contracted items, the state expects to receive the lowest price offered on off-contract items.
- Write your company name on the label of the CD or Media Disk submitted.
- Do not make any changes to the electronic Excel file formats, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored. The excel grids will be locked so that data can be input but format changes cannot be made.
- Prices must be in US Dollars and are valid for a minimum of **90 days** from the date of submission.
- Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no bid”.

15. **DRIVERS:**

Please utilize Attachment D to list the subcontractor/drivers assigned to delivering to the State of Delaware within the Zones specified.
LOCATIONS

I. The agencies listed below are known users of this contract and their appropriate zones. These locations are provided for reference purposes only. Appendix B applies to all Department of Corrections facilities.

Zone 1:
1. Most New Castle County School Districts
2. Division of Youth Rehab Service - Ferris School
3. Emily P. Bissell Hospital - Wilmington
4. Delaware State Hospital - New Castle
5. Governor Bacon Health Center - Delaware City
6. Department of Correction:
   a. Gander Hill - Wilmington
   b. Webb Correctional Facility
   c. Women's Correctional Institution - Claymont
   d. Plummer House - Wilmington

Zone 2:
1. Most Kent County School Districts
2. Delaware Hospital for the Chronically Ill - Smyrna
3. Department of Correction:
   a. James T. Vaughn Correctional Center - Smyrna
   b. Morris Correctional Institution – Dover
   c. Delaware State Police Academy
4. Delaware Veterans Home - Milford
5. Stevenson House - Milford

Zone 3:
1. Most Sussex County School Districts
2. Stockley Center - Georgetown
3. Sussex Correctional Institution - Georgetown
APPENDIX B
DELAWARE DEPARTMENT OF CORRECTION
SECURITY REQUIREMENTS & PROCEDURES

I. REQUIREMENTS FOR ALL VENDORS/CONTRACTORS:

The Delaware Department of Correction (DDOC) has established criteria for authorized entry into a correctional facility by Vendors/Contractors conducting business with the Department and requires the Vendor/Contractor to complete a DDOC Security Clearance Application (to be provided upon contract award) and complete the Prison Rape Elimination (PREA) Acknowledgement Form (to be provided upon award) prior to entering a DDOC facility. This security criterion shall be observed by all professional service visitors, volunteers, vendors, contractors, subcontractors (if any) and any applicable employee providing services in relation to the contract. While working inside the prison facilities, it must be clearly understood that prison security requirements will at all times take precedence over service and/or construction operations. The vendor shall comply with all such regulations and consider the regulations when preparing their bid response.

II. CONTRACTORS PERFORMING CONSTRUCTION/REPAIR SERVICES:

A. 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.):

1) Prime contractor shall submit a list of all proposed workers who will be working on site to the Regional Maintenance Superintendent or Security Superintendent. The list shall include 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.

2) 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.

3) Contractors are required to notify the Regional Maintenance Superintendent/or Security Superintendent upon the termination of worker’s services in order that the identification card on file can be pulled and rendered inactive.

4) Contractor must carry a Photo Identification Card.

5) 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.

6) Anything of unusual nature as loss of a key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.

7) In the event that construction requires the disruption of plumbing, electrical power, etc., the Regional Maintenance Superintendent 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.

8) Workers will be denied access to controlled areas should they have relatives or close friends
incarcerated in the facility.

9) Workers shall be subjected to all rules and regulations and shall comply with the escorting officers’ instruction accordingly.

10) Construction Personnel Vehicle Parking
    1. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
    2. 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.
    3. Parked vehicles must always have the ignition and doors locked.

11) 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.

12) 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.

13) 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.

14) It is 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.

15) 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.

16) 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.

17) No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.

18) Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.

19) The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly prohibited.

20) The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
21) Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.

22) 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.

B. Equipment/Tool Inventory

1) Inventory of all tools, equipment and supplies shall be taken by the Contractor at the beginning and end of each workday (to be provided upon award). All unnecessary tools and equipment should be left at the shop. An assigned DDOC employee shall escort the Contractor or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or related equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.

2) Restricted Tools: The DDOC classifies a restricted tool as one that can be used by inmates either in effecting an escape or causing death or serious injury. The following tools are typical examples of a tool classified as restricted and shall not be considered all inclusive:
   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

3) Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.

4) Powder Actuated Tools: Comply with Owner’s and Maintenance Superintendent directions for control of powder used and stored.

5) Lost or stolen tools must be reported to security of the Department of Correction immediately.

6) Broken saw blades must be removed from the property (not left or discarded on site).

7) Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required to inspect the vehicles.

8) Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example, it takes between one half hour to one hour to enter or leave the facility.

9) Proper construction clothing is required. Short pants are not permitted.
10) Contractors are advised that only limited movement will be permitted while inside the compound.

11) Completion of a Security Clearance Form is required for all employees working on the project and will remain on file for one (1) year from clearance date.

C. Special Requirements

1) 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.

2) 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.

3) 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.

4) 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.

III. CONTRABAND

A. 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, he knowingly and unlawfully makes, obtains, or possesses any contraband."

B. The following items are considered contraband and shall not be permitted near, in possession of or on the grounds of any DDOC facility:

1) Intoxicating beverages.

2) Narcotics, hypnotics, barbiturates, hallucinogenic drugs, central nervous stimulants, tobacco or drugs, except as authorized or approved by an institution affiliated physician.

3) Firearms or instruments 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 Administrator.

4) Instruments that may be used as an aid in attempting an escape.

5) Hypodermic needles, syringes, or other articles, instruments or substances specifically prohibited by the institution administration, except as authorized by an institution and/or Departmental Administrator.
C. In addition to above, no inmate may possess:

1. Tools, instruments or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.

Revised 10-19-16

DOC Attachment 1 – Security Clearance Application
DOC Attachment 2 – PREA Acknowledgement Form
DOC Attachment 3 – Daily Contractor Tool Inventory Form

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