State of Delaware
Delaware Health & Social Services
Division of Management Services

Nutritionally Complete Foods

Invitation to Bid
Contract No. HSS-12-051

August 24, 2012

- Deadline to Respond -
September 13, 2012
11:00 A.M. EDT

STATE OF DELAWARE
Department of Health and Social Services
Division of Management Services

CONTRACT NO. HSS-12-051

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Nutritionally Complete Foods. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. HSS-12-051

1 DEFINITIONS and GENERAL PROVISIONS
2 SPECIAL PROVISIONS and SPECIFICATIONS
3 TECHNICAL SPECIFICATIONS
4 RULES AND CONDITIONS
5 BID QUOTATION REPLY SECTION
A - QUOTATION SUMMARY
B - NON-COLLUSION STATEMENT AND ACCEPTANCE
C - BIDDER'S SIGNATURE FORM
D- CERTIFICATION SHEET
E - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by **September 13, 2012 at 11:00 A.M. EDT.**

Bids shall be submitted to:

STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
ANNETTE OPALCZYNSKI
PROCUREMENT BRANCH- MAIN BLDG., ROOM 260
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS
1901 N. DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720

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 call 302-255-9295 or e-mail: annette.opalczynski@state.de.us

STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES

DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

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.

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.

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.

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.

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.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

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.

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.

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

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION**:

See "Definitions".

2. **PROPOSAL FORMS**:

The invitation to bid shall contain either pre-printed forms for use by the vendor in submitting its bid or a specification page(s) detailing product(s) requirements. In the case of pre-printed forms, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES**:

a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS**:

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS**:

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a bid shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL**:

a. The bidder's submission shall be written in ink or typewritten on the form provided unless the inclusion of such form is waived.

b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED**:

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

8. **DISCOUNT**:

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES**:

Samples or brochures may be required by the agency in reasonable quantities 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. Required samples or brochures are to be supplied free of charge.

10. **PROPOSAL GUARANTY; BID BOND**:

a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a) unless this requirement is waived under Special Provisions.

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

11. **DELIVERY OF BIDS**:

Bids 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. Bids submitted by other than hand delivery must be sent in a manner requiring a signature on receipt. We recommend an overnight or second day delivery service. Bids must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

It is the bidder's responsibility to ensure their bid is received on time. All bids will be accepted until the date and time shown on page 2 of this document. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

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NEW CASTLE, DELAWARE 19720

12. **WITHDRAWAL OF PROPOSALS**:

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS**:

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

14. **PUBLIC INSPECTION OF PROPOSALS**:

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

15. **DISQUALIFICATION OF BIDDERS**:

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its bid or bids:

a. More than one bid for the same contract from an individual, firm, or corporation under the same or different names.

b. Evidence of collusion among bidders.

c. Unsatisfactory performance record as evidenced by past experience.

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

e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

f. Non-attendance of mandatory pre-bid meetings will be cause of disqualification.

16. BID AND FINAL CONTRACT

The contents of each bid will be considered binding. The contents of the successful bid will be included by reference in the resulting contract.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS**:

   a. After the proposals have been opened, the bids will be tabulated. 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 bids, 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 bids, the bid will be awarded or the bid rejected.

4. **EXECUTION OF CONTRACT**:

   a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

   b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next most responsive and responsible qualified bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT / PERFORMANCE BOND**:

   a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.

   b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY**:

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

7. **THE CONTRACT(S)**:

The contract(s) with the successful bidder(s) will be executed with the Department of Health and Social Services / Division of Management Services acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT**:

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT**:

The successful bidders shall be required to advise the Department of Health and Social Services / Division of Management Services of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION**:

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE**:

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE**:

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY**:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED**:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. **PERMITS AND LICENSES**:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES**:

a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.

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

5. **EMERGENCY TERMINATION OF CONTRACT**:

a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.

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

6. **TAX EXEMPTION**:

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

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

7. **OR EQUAL (PRODUCTS BY NAME)**:

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BID EVALUATION AND AWARD**:

The Department of Health and Social Services / Division of Management 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 Department of Health and Social Services / Division of Management Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING**:

After the contracts are executed, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

10. **DELIVERY**:

Delivery must be made as stipulated in the bid or quotation and resulting contract. The decision of the Procurement Administrator as to reasonable compliance with delivery terms shall be final. The burden of proof of delay claimed to be beyond the contractor's control shall rest with the contractor.

SECTION D: SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS**:

This contract will be issued to cover Nutritionally Complete Foods for Delaware Health and Social Services / Division of Management Services.

2. **CONTRACT PERIOD**:

Each vendor's contract shall be valid for one year: **JANUARY 1, 2013 THROUGH DECEMBER 31, 2013**. Each contract may be renewed for one year through negotiation between the contractor and. Department of Health and Social Services / Division of Management Services Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. **PRICES**:

Prices shall remain firm for the term of the contract.

4. **MOST-FAVORED CUSTOMER**:

The contractor shall not offer to others prices lower for like quantities than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

5. **PRICE ADJUSTMENT**:

If agreement is reached to extend this contract for an optional year(s), Department of Health and Social Services / Division of Management 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.

6. **SHIPPING TERMS**:

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

7. **QUANTITIES**:

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

8. **PACKAGING, PACKING AND MARKING**:

Packaging – Unless otherwise specified, commercial packaging as applicable is acceptable under these specifications.

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

Marking – Each shipping package shall be marked with the name of the item, the quantity contained therein, the name of the contractor and the purchase order number.

9. **BID BOND REQUIREMENT**:

B. Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT**:

B. Performance Bond Waived

11. **MANDATORY INSURANCE REQUIREMENTS**:

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

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

a. Comprehensive General Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

and

b. Medical/Professional Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

or

c. Miscellaneous Errors and Omissions - $1,000,000.00 per person/$3,000,000 per occurrence.

or

d. Product Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

12. **MANDATORY INSURANCE REQUIREMENTS (CONTINUED)**:

A. Certificate of Insurance and/or copies of insurance policies for the following (continued):

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury and $25,000 as to property damage to others.

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

Administrator, Department of Health & Social Services
Contract No. HSS-12-051
STATE OF DELAWARE
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Note: The State of Delaware shall not be named as an additional insured, but must be added or named as a Certificate holder.

13. **BASIS OF AWARD**:

Department of Health and Social Services / Division of Management 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.

Department of Health and Social Services / Division of Management 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.

14. **STATE OF DELAWARE BUSINESS LICENSE**:

Prior to receiving an award, the successful vendor shall either furnish Department of Health and Social Services / Division of Management 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, or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department. A business license can also be obtained online at: http://onestop.delaware.gov

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.

15. **HOLD HARMLESS**:

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

16. **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.

17. **NON-PERFORMANCE**:

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

18. **FORCE MAJEURE**:

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

18. **CONTRACTOR NON-ENTITLEMENT**:

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

19. **EXCEPTIONS**:

Bidders may elect to take no more than four (4) minor exceptions to the terms and conditions of this ITB. Department of Health and Social Services / Division of Management Services shall evaluate each exception according to the intent of the terms and conditions contained herein, **but Department of Health and Social Services / Division of Management 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.

20. **FUNDING OUT**:

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

21. **MANDATORY USAGE REPORT**:

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

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a “no activity” if there is no activity during the reporting period.

The report shall be submitted electronically in EXCEL and sent as an attachment to insert email. It shall contain the six-digit department and organization code.

Format of Report

State of Delaware
Monthly Usage Report

State of Delaware									
Monthly Usage Report									
Supplier Name:				Insert Contract No.	**Report Start Date:**				
Contact Name:					**Report End Date:**				
Contact Phone:					**Today's Date:**				
Agency Name or School District	**Division or Name of School**	**Budget Code**	UNSPSC	**Item Description**	**Contract Item Number**	**Unit of Measure**	**Qty**	**Contract Proposal Price/Rate**	**Total Spend**
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00

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 Insert Information. It shall contain the six-digit department and organization code for each agency and school district.

20. **BUSINESS REFERENCES**:

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

21. **ORDERING PROCEDURE**:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

22. **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.

23. **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.

24. **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 unless specific approval is given by Department of Health and Social Services / Division of Management 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 reasonable quantities of written specifications and/or product samples for evaluation prior to any approvals being granted.

25. **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, Department of Health and Social Services / Division of Management Services The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: http://accounting.delaware.gov .

26. **CONTRACTOR RESPONSIBILITY**:

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

27. **PERSONNEL**:

a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.

b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

29. **LIFE CYCLE COSTING**:

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

30. **ENERGY STAR PRODUCTS**:

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

31. **TERMINATION FOR CONVENIENCE**:

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

32. **TERMINATION FOR CAUSE**:

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

33. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT**:

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

34. **UNSPS CODE**: Bidders are required to reference the appropriate UNSPS Code for all items in their bids. The UNSPS Code can be accessed at www.top500.de/lexikon/unspsc.php.

35. **ELECTRONIC CATALOG**:

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

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

36. ITEMS CONSIDERED IN STOCK

All items bid will be considered stock items unless otherwise indicated in the bid response. If an item is non-stock, it must be noted as such in the bid and the delivery time must be indicated.

37. SUBSTITUTION FOR DISCONTINUED ITEMS

In the event an item bid will be discontinued by the manufacturer, the bidder must provide 30 days written notice to Department of Health and Social Services / Division of Management Services and offer an equivalent substitute at equal or lower price. Delaware Health and Social Services / Division of Management Services will have sole determination as to the suitability of the substitute product. The bidder may be required to provide a reasonable number of no cost samples for evaluation.

STATE OF DELAWARE
Department of Health and Social Services
Division of Management Services

TECHNICAL SPECIFICATIONS

I. REQUIREMENTS:

The requirements of this Invitation To Bid are shown in Appendix A- Pricing Worksheet for Nutritionally Complete Foods.

II. ATTACHMENTS:

The following attachments become part of this Invitation To Bid:

Appendix A- Pricing Worksheet for Nutritionally Complete Foods

STATE OF DELAWARE
Department of Health and Social Services
Division of Management Services

RULES AND CONDITIONS OF NOTE

1) Minimum orders will not be accepted.

2) Requirement quantities shall be unlimited. The State of Delaware will not be required to buy a specified amount.

3) When an error is made in extending total prices, the unit price will govern. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder. All prices must be rounded off to two decimal places. Three decimal places will not be accepted and will mean disqualification of said item.

4) Reference Section C, page 11, Item #7- **Or Equal Products By Name**. Allowance for substitution of named products is withdrawn. Substitutions are not acceptable for this bid. Bids will be accepted on brands that are named in specifications.

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

6) Where applicable, orders must be palletized (according to product) or as quantities permit and accessible by forklift at standard receiving dock height.

STATE OF DELAWARE
Department of Health and Social Services
Division of Management Services

BID QUOTATION REPLY SECTION

CONTRACT NO. HSS-12-051

Nutritionally Complete Foods

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Department of Health and Social Services / Division of Management Services by **September 13, 2012 at 11:00 A.M. EDT**, at which time bids will be opened.

Bids shall be submitted to:

STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
ANNETTE OPALCZYNSKI
PROCUREMENT BRANCH- MAIN BLDG., ROOM 260
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS
1901 N. DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

STATE OF DELAWARE
Department of Health and Social Services
Division of Management Services
CONTRACT NO.: HSS-12-051
Nutritionally Complete Foods

BID QUOTATION

DELIVERY

Ship Stock _____ days ARO

Ship Non-Stock _____ days ARO

CONTRACT TOTAL VALUE $_____

COMPANY

_____

_____

_____

DATE _____

CONTRACT NO.: **HSS-12-051 Nutritionally Complete Foods**
OPENING DATE: **September 13, 2012 at 11:00 A.M. EDT**

NON-COLLUSION STATEMENT

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

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

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

COMPANY NAME _____ Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER_____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER_____

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

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

_____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

DELAWARE HEALTH AND SOCIAL SERVICES
INVITATION TO BID

BIDDERS SIGNATURE FORM

BID #/NAME: _____

NAME OF BIDDER:_____

SIGNATURE OF AUTHORIZED PERSON:_____

TYPE IN NAME OF AUTHORIZED PERSON:_____

TITLE OF AUTHORIZED PERSON:_____

STREET NAME AND NUMBER:_____

CITY, STATE, & ZIP CODE:_____

CONTACT PERSON:_____

TELEPHONE NUMBER:_____

FAX NUMBER:_____

CONTACT E-MAIL:_____

DATE:_____

BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER:_____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME)_____
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

VENDOR CERTIFICATION SHEET

As the official representative for the contractor, I certify on behalf of the company that we are and will agree to the following:

A. We are an approved vendor in the service(s) and/or product(s) being procured.

B. We agree to fulfill all specified requirements that are awarded to us at the prices we bid on for the duration of the bid. We will be responsible for reviewing our bid prices very carefully to make sure we are in compliance of same.

C. We agree that we are accurately representing the type of business and affiliations as specified in the bid.

D. We agree to fulfill all contracted items as specified in our bid and agree not to substitute an item(s) without the permission of Delaware Health and Social Services.

E. We agree to secure a Delaware business license.

_____ _____

Date Signature of Bidder (Representative)

_____

Name of Company

State of Delaware

Office of Minority and Women Business Enterprise Certification Application

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

http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf

Complete application and mail, email or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
E-mail: deomwbe@state.de.us
Web site: http://gss.omb.delaware.gov/omwbe/index.shtml