



# **State of Delaware**

## **Micro Market**

**Request for Qualifications**

**Contract No. HSS-19-020**

*November 29, 2018*

**- Deadline to Respond -**

***January 17, 2019 11:00 AM (Local Time)***

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**CONTRACT NO. HSS-19-020**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR QUALIFICATIONS" (RFQ) for **Micro Market**. The proposal consists of the following:

**Contents:**

- I. OVERVIEW
- II. SCOPE OF WORK
- III. [REQUIRED INFORMATION](#)
- IV. [RFQ ADMINISTRATIVE INFORMATION](#)
- V. [ATTACHMENTS](#)

Appendix A – STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS

**\*\* [Ctrl+Click on the headings above will take you directly to the section.](#)**

**I. OVERVIEW**

**A. PURPOSE**

The purpose of this Request for Qualifications (RFQ) is to identify responsible proposals for the operation of a Micro Market at the Carvel State Office Building, 820 N. French Street, Wilmington, DE, 19801. The Division for the Visually Impaired may choose to contract with a responsive vendor(s) based solely on RFQ responses and without further need for a formal Request for Proposal (RFP). While this is an informal Request for Qualifications, the potential requirements of the formal contract are included so that vendors responding to the RFQ have a clear understanding of their obligations should they intend to respond.

This Request for Qualifications is issued pursuant to [16 Del. C. §9606\(a\)](#).

The proposed schedule of events subject to the RFQ is outlined below:

<b>Activity</b>	<b>Due Date</b>
RFQ Availability to Vendors	November 29, 2018
Written Questions Due No Later Than (NLT)	December 13, 2019
Pre-Bid Meeting	December 20, 2018
Written Answers Due/Posted to Website NLT	January 3, 2019
Proposals Due NLT	January 17, 2019
Public Proposal Opening	January 17, 2019, 11:00 AM
Proposal Evaluation/Presentations as required	January 31, 2019
Contract Award	February 15, 2019

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**B. RFQ DESIGNATED CONTACT**

All requests, questions, or other communications about this RFQ 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 RFQ designated contact.

<b>NAME</b>	Andy Kloepfer
<b>DEPARTMENT</b>	Delaware Health and Social Services
<b>ADDRESS</b>	1901 N. DuPont Hwy, Biggs Bldg. #3, New Castle, DE 19720
<b>EMAIL ADDRESS</b>	<a href="mailto:Andy.Kloepfer@state.de.us">Andy.Kloepfer@state.de.us</a>

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.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFQ must be received in writing by **December 13, 2018**. All questions will be answered in writing by **January 3, 2019** and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFQ where applicable.

**C. MANDATORY PRE-BID MEETING**

A Mandatory Pre-Bid Meeting shall take place on **Monday, December 20, 2018 at 10:00 AM** at the following location:

**Delaware Health and Social Services  
Herman Holloway Campus, Division for the Visually Impaired  
1901 North Du Pont Highway, Biggs Building #3  
New Castle, DE 19720**

**D. OPEN AND CONTINUOUS SOLICITATION**

Following this initial advertisement, proposals will be accepted August 1 through August 31<sup>st</sup> of each calendar year. Bid openings will occur on September 1<sup>st</sup> or the next business day following the 31<sup>st</sup> of August. Awarded vendors will be notified within 90 days of bid opening.

**E. CONTACT PERIOD**

Each Vendor's contract shall be valid for a two (2) year period.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**F. CODE REFERENCE**

**A. § 9606 FOOD SERVICE IN PUBLIC OFFICE BUILDINGS**

Pursuant to **Delaware Code Title 16, Chapter 9606(a)**, if any agency of this State intends to operate or continue food service in a public office building, that agency shall procure such food service from the Delaware Division for the Visually Impaired under the vending facility program authorized by 20 U.S.C. § 107 et seq. No agency shall charge the Division for the Visually Impaired or its food service vendors rent for food service operations operated under this section. In the event the Delaware Division for the Visually Impaired certifies in writing that it is unable to provide food service to an agency of this State who requests such service, the agency may seek food service from another provider.

**II. SCOPE OF WORK**

**A. OVERVIEW**

The Vendor(s) shall provide all equipment, materials, and labor to supplement the State of Delaware’s need for Provision of Micro Market Services as described herein.

**B. BACKGROUND**

The Division for the Visually Impaired (DVI) is a state agency dedicated to providing services to Delawareans who are blind or visually impaired. The primary goal of DVI is to provide rehabilitation services to all age groups of the above population and promote self-sufficiency. The Division for the Visually Impaired is also the State Licensing Agency (SLA) responsible for the implementation and oversight of operations under the Randolph Sheppard Act. The Randolph Sheppard Program is a federally funded program that provides persons who are blind with entrepreneurial opportunities and self-support through the operation of vending facilities which includes cafeterias, snack bars, fit shops, and vending on federal, state, county, municipal, and private locations. Under the Randolph Sheppard Program, SLAs recruit, train, license and place individuals who are blind as operators of vending facilities located on federal and other properties. The Division for the Visually Impaired seeks to enhance the success of blind entrepreneurs and the Randolph Sheppard Program in Delaware through the expansion of sites that are owned and operated by blind individuals.

The Business Enterprise Program works to broaden economic opportunities for blind residents of Delaware by creating snack bars, cafeterias, and vending route facilities on Federal, State, and Municipal properties. Under the law, the SLA is granted priority to operate vending facilities on Federal and State property.

As independent, self-employed Business Enterprise Program (“BEP”) managers, these individuals are responsible for providing quality service in their assigned locations. Facilities are located throughout the state of Delaware. Facilities include both full time and seasonal operations.

Technology requirements will be entertained at the vendor’s expense at a later date.

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**C. RANDOLPH SHEPPARD PROGRAM<sup>1</sup>**

The Vending Facility program authorized by the Randolph-Sheppard Act provides persons who are blind with remunerative employment and self-support through the operation of vending facilities on federal and other property. The program, enacted into law in 1936, was intended to enhance employment opportunities for trained, licensed blind persons to operate facilities. The law was subsequently amended in 1954 and again in 1974 to ultimately ensure individuals who are blind a priority in the operation of vending facilities, which included cafeterias, snack bars, and automatic vending machines, that are on federal property. The program priority has broadened in most states through state laws to include state, county, municipal, and private locations as well. Under the Randolph Sheppard program, state licensing agencies recruit, train, license, and place individuals who are blind as operators of vending facilities located on federal and other properties. The Act authorizes a blind individual licensed by the SLA to conduct specified activities in vending facilities through permits or contracts.

**D. DETAILED REQUIREMENTS**

The technical requirements of this RFQ are stated in Appendix A.

**III. REQUIRED INFORMATION**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

**A. MINIMUM REQUIREMENTS**

1. Vendor shall provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
2. Vendor shall provide responses to the RFQ scope of work and clearly identify capabilities as presented in the Company Profile & Capabilities Form (Attachment 4).
3. Complete all appropriate attachments and forms as identified within the RFQ.
  - a. **Attachment 1: Confidentiality and Proprietary Information** – include completed Confidentiality and Proprietary Information form. This form must be provided even if no confidential content is cited.
  - b. **Attachment 2: Business References** – include completed Business Reference form

**B. 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 scope of work being delivered.

---

<sup>1</sup> <https://www2.ed.gov/programs/rsarsp/index.html>

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

1. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
and
2. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
  
**or**
3. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
  
**or**
4. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
  
and
5. 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 other,  
  
and
6. 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.

All contractors must carry (a), (e), and (f), and at least one of (b), (c), or (d), depending on the scope of work being delivered.

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:

**State of Delaware**  
**Division of Visually Impaired**  
1901 N. Du Pont Hwy Biggs Bldg. #3, New Castle, DE 19720  
New Castle, De 19720  
RFQ#HSS-19-020

**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.**

**C. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the Agency 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

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778.  
<http://revenue.delaware.gov/services/BusServices.shtml>

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.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

#### **D. 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.

#### **E. 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.

#### **F. INFORMATION REQUIREMENT**

The successful vendor(s) shall be required to advise and provide Delaware Health and Social Services, Division for the Visually Impaired of the gross costs associated with this contract.

#### **IV. RFQ ADMINISTRATIVE INFORMATION**

##### **A. COVER LETTER**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFQ. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware Health and Social Services, Division for the Visually Impaired.

##### **B. TABLE OF CONTENTS**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

##### **C. DESCRIPTION OF SERVICES AND QUALIFICATIONS**

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFQ. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFQ.

##### **D. 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 RFQ.

The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with four (4) paper copies and four (4) electronic copy on CD or DVD media disk. One of the paper copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining paper copy does not require original signatures.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM** (Local Time) on **January 17, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kimberly Jones**  
**Purchasing Services Administrator**  
**Department of Health and Social Services**  
**Procurement Branch**  
**Main Admin Bldg., Sullivan Street**  
**2<sup>nd</sup> floor –room #257**  
**1901 N. DuPont Hwy**  
**Herman Holloway Campus**  
**New Castle, DE 19720**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.



STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFQ. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFQ.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

**G. CRITERIA AND SCORING**

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
1.	The qualifications, background and experience (e.g. past performance on similar ventures, financial strength, qualifications and experience of personnel, ability to recruit, hire, train staff , response to the RFQ)	40
2.	Capacity to meet financial conditions and payment obligations.	20
3.	Safety performance record, for staff and patrons.	10
4.	References	10
5.	Potential income projection, substantiated by prior project management of a similar type.	20
6.	ACA Safe Harbor Additional Fee	5
	<b>TOTAL SCORE</b>	105

<b>Bidders must circle Yes or No to the following questions and include the answers in their response.</b>	
<b>1) Does the bidder have a Supplier Diversity plan currently in place?</b>	<b>Yes/No</b>
<b>2) Does the bidder have any diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors?</b>	<b>Yes/No</b>
<b>3) Does the bidder have a written inclusion policy in place? If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.</b>	<b>Yes/No</b>
<b>Answers to these 3 questions are mandatory and do not affect the weighted evaluation of this proposal. However, an affirmative answer to question 2 may directly impact quarterly sub-contracting reporting as illustrated in Attachment 8 in those instances where an awarded contract includes subcontracting activity.</b>	

Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**H. BUSINESS REFERENCES**

Business references are to be provided via Attachment 3.

**I. 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.

**V. ATTACHMENTS**

Attachment 1 – Company Profile and Capabilities  
Attachment 2 – Confidentiality and Proprietary Information  
Attachment 3 – Business References

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**Attachment 1**

Contract No.: **HSS-19-020**  
Contract Title: **Micro Market**

**COMPANY PROFILE & CAPABILITIES FORM**

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	What is your experience/length of time operating a full-scale micro market?

2.	Are you versed in State of Delaware Public Health guidelines and requirements for operating a micro market? Are all of your licensing/Public Health certifications current?

3.	Please provide narrative response to the following:  •Staffing: Number of employees, number of days, job functions and responsibilities. •Theft: Prevention methodologies, outside/employee theft protocols. •Business Plan: Provide a summarized operating description including- Executive Summary, Market Analysis, Operational Overview, and Financial summary of your operation.

4.	Please provide a planogram schematic and a brief description as to your proposed planogram layout. A schematic planogram example is as follows:

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES





STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

Attachment 3

Contract No.: **HSS-19-020**  
Contract Title: **Micro Market**

**BUSINESS REFERENCES FORM**

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).

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

## Appendix A – STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS

### A. Background

The Division for the Visually Impaired (DVI) is a state agency dedicated to providing services to Delawareans who are blind or visually impaired. The primary goal of DVI is to provide rehabilitation services to all age groups of the above population and promote self-sufficiency. The Division for the Visually Impaired is also the State Licensing Agency (SLA) responsible for the implementation and oversight of operations under the Randolph Sheppard Act. The Randolph Sheppard Program is a federally funded program that provides persons who are blind with entrepreneurial opportunities and self-support through the operation of vending facilities which includes cafeterias, snack bars, fit shops, vending, and Micro Market-type services on federal, state, county, municipal, and private locations.

### B. Eligibility Requirements

This solicitation is open to any interested vendors, through a three party contract, to include a Business Enterprise Licensee, under The Randolph Sheppard Program.

### C. Definitions

- **Act** means the Randolph-Sheppard Vending Stand Act (Pub. L. 74-732), as amended by Pub. L. 83-565 and [Pub. L. 93-516](#), 20 U.S.C., ch. 6A, Sec 107.
- **Blind licensee** means a blind person licensed by the State licensing agency to operate a vending facility on Federal or other property.
- **Blind person** means a person who, after examination by a physician skilled in diseases of the eye or by an optometrist, whichever such person shall select, has been determined to have
  - Not more than 20/200 central visual acuity in the better eye with correcting lenses, or
  - An equally disabling loss of the visual field as evidenced by a limitation to the field of vision in the better eye to such a degree that its widest diameter subtends an angle of no greater than 20°.
- **Cafeteria** means a food dispensing facility capable of providing a broad variety of prepared foods and beverages (including hot meals) primarily through the use of a line where the customer serves himself from displayed selections. A cafeteria may be fully automatic or some limited waiter or waitress service may be available and provided within a cafeteria and table or booth seating facilities are always provided.
- **Secretary** means the Secretary of the Rehabilitation Services Administration.
- **Direct competition** means the presence and operation of a vending machine or a vending facility on the same premises as a vending facility operated by a blind vendor, except that vending machines or vending facilities operated in areas serving employees the majority of whom normally do not have direct access (in terms of uninterrupted ease of approach and the amount of time required to patronize the vending facility) to the vending facility operated by a blind vendor shall not be considered to be in direct competition with the vending facility operated by a blind vendor.
- **Federal property** means any building, land, or other real property owned, leased, or occupied by any department, agency or instrumentality of the United States (including the Department of Defense and the U.S. Postal Service), or any other instrumentality wholly owned by the United States, or by any department or agency of the District of Columbia or any territory or possession of the United States.
- **Individual location installation or facility** means a single building or a self-contained group of buildings. In order for two or more buildings to be considered to be a self-contained group of buildings, such buildings must be located in close proximity to each other, and a majority of the Federal employees

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

housed in any such building must regularly move from one building to another in the course of official business during normal working days.

- **License** means a written instrument issued by the State licensing agency to a blind person, authorizing such person to operate a vending facility on Federal or other property.
- **Licensed Blind Vendor** means a Blind licensee who has successfully gone through the recruiting, enrollment, and training program through Vocational Rehabilitation, meeting the minimum requirements, and having successfully completed a one-year probationary period.
- **Management services** means supervision, inspection, quality control, consultation, accounting, regulating, in-service training, and other related services provided on a systematic basis to support and improve vending facilities operated by blind vendors. *Management services* does not include those services or costs which pertain to the on-going operation of an individual facility after the initial establishment period.
- **Micro Market** means a custom designed vending market or mart with a self-checkout kiosk.
- **Net proceeds** means the amount remaining from the sale of articles or services of vending facilities, and any vending machine or other income accruing to blind vendors after deducting the cost of such sale and other expenses (excluding set-aside charges required to be paid by such blind vendors).
- **Nominee** means a nonprofit agency or organization designated by the State licensing agency through a written agreement to act as its agent in the provision of services to Blind licensees under the State's vending facility program.
- **Normal working hours** means an eight hour work period between the approximate hours of 8:00 a.m., to 6:00 p.m., Monday through Friday.
- **Other property** means property which is not Federal property and on which vending facilities are established or operated by the use of any funds derived in whole or in part, directly or indirectly, from the operation of vending facilities on any Federal property.
- **Permit** means the official approval given a State licensing agency by a department, agency or instrumentality in control of the maintenance, operation, and protection of Federal property, or person in control of other property, whereby the State licensing agency is authorized to establish a vending facility.
- **Program** means all the activities of the licensing agency under this part related to vending facilities on Federal and other property.
- **Satisfactory site** means an area fully accessible to vending facility patrons and having:
  - Effective on March 23, 1977 a minimum of 250 square feet available for the vending and storage of articles necessary for the operation of a vending facility; and
  - Sufficient electrical plumbing, heating, and ventilation outlets for the location and operation of a vending facility in accordance with applicable health laws and building codes.
- **Secretary** means the Secretary of the Rehabilitation Services Administration.
- **Set-aside funds** means funds which accrue to a State licensing agency from an assessment against the net proceeds of each vending facility in the State's vending facility program and any income from vending machines on Federal property which accrues to the State licensing agency.
- **State** means a State, territory, possession, Puerto Rico, or the District of Columbia.
- **State vocational rehabilitation agency** means that agency in the State providing vocational rehabilitation services to the blind as the sole State agency under a State plan for vocational rehabilitation services approved pursuant to the provisions of the Rehabilitation Act of 1973 (29 U.S.C., ch. 16).
- **State licensing agency (SLA)** means the State agency designated by the Secretary under this part to issue licenses to blind persons for the operation of vending facilities on Federal and other property (Delaware Division for the Visually Impaired).
- **United States** includes the several States, territories, and possessions of the United States, Puerto Rico, and the District of Columbia.



STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

- **Vending facility** means automatic vending machines, cafeterias, snack bars, cart service, shelters, counters, and such other appropriate auxiliary equipment which may be operated by Blind licensees and which is necessary for the sale of newspapers, periodicals, confections, foods, beverages, and other articles or services dispensed automatically or manually and prepared on or off the premises in accordance with all applicable health laws, and including the vending or exchange of changes for any lottery authorized by State law and conducted by an agency of a State within such State.
- **Vending machine**, for the purpose of assigning vending machine income under this part, means a coin or currency operated machine which dispenses articles or services, except that those machines operated by the United States Postal Service for the sale of postage stamps or other postal products and services, machines providing services of a recreational nature, and telephones shall not be considered to be vending machines.
- **Vending machine income** means receipts (other than those of a blind vendor) from vending machine operations on Federal property, after deducting the cost of goods sold (including reasonable service and maintenance costs in accordance with customary business practices of commercial vending concerns, where the machines are operated, serviced, or maintained by, or with the approval of, a department, agency, or instrumentality of the United States, or commissions paid (other than to a blind vendor) by a commercial vending concern which operates, services, and maintains vending machines on Federal property for, or with the approval of, a department, agency, or instrumentality of the United States.

**D. Statement of Need**

1. **Location:** Carvel State Office Building, 820 North French Street, Wilmington, 19801
2. **Space Allotment:** Location size is approximately 2,000 sq. ft.
3. **Parties Herein:** Responsible entities associated with this Proposal encompass Delaware Health and Social Services, Division for the Visually Impaired, Business Enterprise Program, Office of Management and Budget, Division of Facilities Management, and the awarded contracted bidder.
4. **Type of Provider:** Micro Market.
5. **Hours of Operation**

a. Open:

- 1) Standard. Monday through Friday 7:00 AM – 6:00 PM.
- 2) Extended Hours. The Vendor may be asked from time to time to extend hours of services during emergencies. The Vendor shall be notified by SLA at least 72 business hours in advance should this service become necessary. The SLA will submit all requests in writing to DFM, Capitol Police, and the Vendor during these events.

The Vendor shall not be entitled to request extended days of operation, or utilize the premises as a base of operations during non-business days unless acting on the behalf of the state entities.

b. Closed:

- 1) State Holidays. <http://www.delawarepersonnel.com/labor/holidays/>
- 2) Weather. In the event of inclement weather, including State of Emergency declarations, late openings, early closing vendor will adjust operations accordingly. Information regarding State of Delaware Delays & Closings can be found online at:

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

<http://delawarepersonnel.com/closings/advisory.asp>

**6. Access**

The Vendor will work with SLA and DFM personnel to obtain access permissions to the premises and for purposes of food preparation, delivery, maintenance, etc. At the request of SLA, DFM shall work with Capitol Police to obtain photographed access badges and where appropriate, electronic access cards for entry to the premises. Access to the premises shall be not earlier than 6:00 am and not later than 6:00 pm (local time) during weekdays. Should vendor personnel need to access the premises beyond the times identified, they shall work with DFM to obtain, electronic access card permissions consistent with extended assignment as requested by state agencies to serve ad hoc operations.

**7. Included Equipment:**

This location includes the following equipment:

Office of Management and Budget, Division of Facilities Management (DFM) shall provide a sink and electrical outlets.

Delaware Health and Social Services, Division for the Visually Impaired Business Enterprise Program shall provide, and be responsible for the maintenance and/or replacement of the following equipment:

- Multiple Refrigerators, Freezers, and Ice Machines
- One Grill
- One Oven
- One Steam Table
- One Bain Marie Sandwich Bar

The Vendor shall be financially responsible for the condition(s) of the property, and any damage deemed to be the cause of the Vendor.

SLA and Vendor have an interest in mutually completing a site inspection prior to obtaining access to the facility at the initiation of the contract. SLA shall perform, with or without Vendor participation, at the conclusion of the contract to determine if any damage has occurred to the premises.

Equipment "owner" shall provide on-site personnel within four hours or less to service/repair malfunctioning equipment.

The Vendor shall be responsible for the inspection and/or maintenance services for kitchen equipment throughout the course of the contract award.

The vendor shall be responsible for all costs associated with this RFQ including, but not limited to, Kiosks, security/surveillance equipment, software, monthly equipment fees, etc.

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**E. Scope of Work**

The Division for the Visually Impaired, Business Enterprise Program, expects that the Contractor will provide a customer-focused, friendly, and responsive Micro Market operation. Location employees and outside consumers expect a wide variety of food and beverages, great taste, freshness, healthy choices, and reasonable prices, which shall be the operational standard rather than the exception. Subcontracting with third-party vendors for all fresh food, beverage, and where applicable, other product options, are the sole responsibility of the contractor, including but not limited to, contracting, payments, and ordering.

1.1 Contractor is to work closely with the Division for the Visually Impaired, Business Enterprise Program and receive their approval in the determination of policies, practices, prices and menus.

1.2 Contractor shall assume full responsibility for the purchase and pleasing food presentation served in the market.

1.3 Each day's fresh food options shall include healthy, gluten-free, and vegetarian selection of food.

1.4 Contractor shall inform the Division for the Visually Impaired, Business Enterprise Program of the scheduled prices for meals and other food and beverage products. The prices must remain in effect as stipulated in the contract, unless written consent is provided by the Division for the Visually Impaired, Business Enterprise Program, and is agreeable to both parties therein.

1.5 Contractor shall provide on-the-go options on a daily basis.

1.6 Contractor shall maintain staff on-site during all hours of operation to ensure cleanliness of market, theft prevention, and customer assistance/service.

1.7 Contractor shall gain final approval from the Division for the Visually Impaired, Business Enterprise Program for the design of the micro market, as well as, placement prior to purchases.

**1.8 Contractor shall pay 12.5% of all micro market gross sales to the Division for the Visually Impaired, Business Enterprise Program on a monthly basis.**

Other products, as stipulated in the contact, may also be offered and may include, but not be limited to:

- Home Health And Beauty
- Health and Beauty
- Bath and Body
- Conditioner
- Cosmetics
- Deodorant
- Eye Care
- Facial Products
- Feminine Care
- First Aid
- Foot Care

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

- Hair Color
- Hand Sanitizer
- Insect Repellent
- Kid Friendly
- Lip Balm
- Medication
- Men's Grooming
- Nail Care
- Oral Hygiene
- Shampoo
- Shaving and Hair Removal
- Skin Care
- Styling Needs
- Sun Care

**F. Menu**

A copy of proposed menu with pricing is to be provided with proposal response for review and consideration. All proposed price increases must be submitted in writing to the Division for the Visually Impaired for approval.

As part of the Governor's Action Plan, healthy food and beverage choices shall be offered including fountain and bottled drinks as established by the standards set by the Centers for Disease Control:

[https://www.cdc.gov/obesity/downloads/guidelines\\_for\\_federal\\_concessions\\_and\\_vending\\_operations.pdf](https://www.cdc.gov/obesity/downloads/guidelines_for_federal_concessions_and_vending_operations.pdf)

As a guideline the following applies:

- Offer daily one whole grain rich option at any time during operation hours.
- Offer daily at least one raw, salad-type vegetable and at least one steamed, baked, or grilled vegetable seasoned without fat or oil.
- Offer a variety of at least two whole or sliced fruits daily. Small food service venues should offer at least two.
- When protein entrees are offered, offer lean meat, poultry, fish, or low-fat vegetarian entrée choices.
- Offer one lower sodium entrée and/or meal and promote it.
- Limit deep-fried entrée options to no more than one choice per day.
- All meal items are free of artificial trans-fat or partially hydrogenated oils.

Beverages:

- Offer low-fat and non-fat milk and milk products. Make low-fat or non-fat milk the default milk option.
- Offer container/cup sizes for beverages that are no larger than 16 oz.
- If sugar sweetened beverages are offered, an equal number of no/low-calorie beverages must also be offered
- Offer only 100% fruit juice with no added sweeteners.
- Offer vegetable juices that contain 230 mg or less of sodium per serving

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

Menus for the operation shall be available and displayed. **Menus in braille and large print shall be available for customers with visual impairments. SLA will provide technical assistance upon request for transcribing the menus in braille or large print.**

**G. Signage**

The Vendor may display advertisement only in designated areas as set forth by DFM Building Services Manager, or agent as identified.

All advertising (i.e. outreach) to building occupants shall be subject to DFM review and permissions. Advertising within the premises will similarly be subject to review and permission of SLA and/or DFM. Any advertising that is deemed inappropriate or objectionable by SLA and/or DFM personnel shall be removed immediately. SLA and/or DFM shall retain sole discretion to make appropriateness determinations.

**H. Utilities**

SLA to pay for utility use at the premises, including water, electric and natural gas. For areas not covered by the State of Delaware's controlled wireless access, the Vendor will cover the costs of the internet and agree to the State of Delaware's Acceptable Use Policy found at:

<https://dti.delaware.gov/pdfs/pp/AcceptableUsePolicy.pdf>

**I. Vendor Responsibility, General**

The food served must be varied, including options that are nutritious, wholesome, and of good quality. The question of quality shall be referred to the Division for the Visually Impaired, Business Enterprise Program whose judgment shall be final in determining adequacy of quality performance.

Cream, sugar and appropriate sugar substitutes shall always be available next to coffee.

Contractor will monitor theft in the market and will report and provide information about theft to the Division for the Visually Impaired, Business Enterprise Program who in-turn will provide reasonable assistance to the contractor to recover lost revenue.

Equipment for the market must include at a minimum are the following:

- One double door reach-in cooler for fresh food.
- One double door and one single door reach-in for cold beverages.
- One snack rack.
- One self-checkout payment kiosk.
- One single door freezer for frozen foods and ice cream.
- One microwave.

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

- Shelving for display(s).

Contractor shall be responsible for obtaining all licenses and permits necessary for the conduct of the food operations and shall comply with all applicable statutes, ordinances, rules and regulations in the performance of this Contract. Any violations and fines resulting from any non-compliance is the sole responsibility of the Contractor.

All local, state, and federal regulations including the Randolph-Sheppard Act shall be followed by the contractor.

1. **Operations.** The Vendor will be responsible for, and financially responsible for, ordering, stocking and maintaining all of their own food and supplies for sale or distribution to the public. Deliveries of supplies shall avoid affecting state office operations, and where practical and permissible, shall be before 8:00 a.m. or after 2:00 p.m. on weekday operation.

All deliveries will be subject to screening and approval by state security personnel on the premises. Should a delivery be denied due to security personnel decision(s), the Vendor shall need to make alternative arrangements to satisfy the concerns raised and/or provide/obtain an alternative supplier.

2. **Temporary Restricted Access:** The Vendor shall reserve the right to close operations for not more than two (2) days per month, giving proper signage/notice posted by premise front access doors to potential patrons. Signage to this limited closing window shall be posted not less than three (3) business days prior to closing.
3. **Trash Services.** The Vendor shall make access to at least one (1) trash and one (1) recycling container for disposal of waste by public and vendor staff. At no times shall containers be allowed to overflow. The premises must be maintained in a neat and orderly fashion, and if such conditions (i.e. trash overflow) are noted, the SLA personnel responsible for oversight of the contract shall reserve the right to require an additional receptacle(s) be placed within the premises.

The Vendor is responsible for the timely, at least nightly removal, of all trash from the premises to be disposed of in designated and appropriate dumpster(s).

4. **Nightly Cleaning.** The Vendor is responsible for the nightly cleaning of the premises, and shall maintain sanitary conditions throughout the premises location which shall be compliant with all Federal, State and local food ordinances.
5. **Food Preparation and Quality.** Vendor will conform with all Federal, State, and/or local ordinances to comply with food quality and/or preparation. Vendor is responsible for upkeep and cleaning of all and entire premises, including but not limited to, equipment, tables, counters, chairs and floors.
6. **Facility Health Inspections.** If public health inspections identify any defects, the Vendor shall be responsible for timely, not to exceed three (3) business days, or as identified by health inspector, corrections to the defects noted. Should the Vendor not fulfill the required remedy to correct known defects, the state may remedy and charge expenditures to the Vendor.
7. **No Smoking on Premises.** The Vendor is reminded that by no smoking is permitted neither in nor around the grounds of the State Office Building. The Vendor shall make employees aware of the same.

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

- 8. Employees.** The Vendor is responsible for the hiring, training and employment of all café staff. All personnel may be asked to submit to background checks due to access to public space(s) and access to vulnerable populations, adhering to the standard as identified in this RFQ. The Vendor must certify that all employees are provided access to and/or received training in the understanding, prevention and avoidance of sexual harassment in the workplace.
- 9. Employee Obligations.** The Vendor shall ensure that its employees 1) observe all health codes and food handling guidelines as prescribed by state and/or federal law and 2) shall use, at the Vendor's sole expense, all protective equipment as prescribed by state and/or federal law.

Vendor's employees shall maintain a professional, clean appearance by wearing a uniform to be provided at the Vendor's sole expense and this uniform shall include a standardized shirt or similar apparel and identification badges.

- 10. Employee Audit Reviews.** Should an employee be identified and reported to SLA or state representatives, for improper behavior, not strictly limited to sexual harassment, the state shall have an obligation to perform a full situational review. Any remedial actions, which will be subject to due process, must be adhered to. Further, if findings dictate that access to the premises is denied, the Vendor shall immediately comply with the corrective action, including but not limited to, immediately asking an employee exit the premises.

SLA Personnel Are Not Employees: SLA personnel are not employees of the Vendor, unless otherwise hired by the Vendor, and unless hired, are restricted from and prevented from working in the café location, except in the normal operation of SLA business.

- 11. Access to Premises.** The Vendor shall make access to location on request from state personnel during normal business hours for Division of Facilities Management (DFM) or other state employee inspection, repair and/or maintenance. Where advisable and permissible, and as safety permits, state employees shall endeavor to not interfere with café business operations. Vendor shall make access to premises, beginning not more than two (2) hours before and not more than four (4) hours after normal operational hours, with reasonable notice. For purposes of announcement, reasonable shall be not less than twenty-four (24) hours advance notice in person, writing, email or text to Vendor designated contact.
- 12. Emergency Access.** The Vendor shall make immediate access, without interference, to the location with the announcement of an emergency by Capitol Police, DFM, and/or other first responders to address an immediate situation to include, but not limited to water or gas leaks, where loss or injury to individuals or damage of property is imminent.
- 13. State's Right to Key(s) to the Premises.** The Vendor shall provide one (1) key each to SLA and DFM personnel for emergency access and/or requested and approved access to the premises with notice and agreement by the Vendor. Vendor acknowledges that an occasion may arise whereby DFM must enter the premise during off hours and without notice for emergency repairs or facility issues. Should this occur, DFM shall inform Vendor immediately upon the next business day of the required activity.
- 14. Equipment Maintenance:** The Vendor shall be responsible for the inspection and/or maintenance services for kitchen equipment throughout the course of the contract award.

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**15. Additional Lighting:** The Vendor may request to temporary install accent or other lighting subject to facility improvement limitations identified below as specified in the Fit Out section.

**16. Fit Out and/or Vendor Location Improvements:** Vendor shall be permitted to request desired improvements to the premises, not limited to painting and/or other renovation(s). No work and/or authority to work will be allowable without the express written consent by designated representatives of SLA and DFM.

The Vendor will be financially responsible for payment for all Vendor improvements which state authority has been sought and received. The Vendor is restricted from making improvements during normal premises hours, and any renovations that could interfere with normal state business operations (i.e. noise, dust, etc.) shall be conducted after 4:30 PM, and subject to scheduling allowances by appropriate DFM personnel. The state agencies, and their designated personnel, shall retain sole rights to approve or reject any requested improvements to the premises.

**17. Climate Control:** The premises shall maintain climate control and ambient temperature consistent with the Building, as managed by the Division of Facilities Management (DFM). Should the Vendor have a need to request modification to the temperature in the premises, the Vendor shall contact DFM personnel to make a request and potentially have the regulating thermostat changed.

**18. Exhaust Inspection/Cleaning:** Kitchen exhaust hoods are subject to not less than one (1) cleaning and inspection every six (6) months. The Vendor is financially responsible for the inspection and cleaning activity. Further the Vendor shall provide a copy of the inspection and/or receipt for cleaning to the SLA representative not less than seven (7) days after receipt. Any intent to change the schedule must be authorized by DFM personnel.

**19. State Premises Defects.** The Vendor shall identify to the SLA representative within twenty-four (24) hours of any identified defect that the Vendor believes is state responsibility to cure. SLA shall be required to notice DFM personnel for inspection of the same. DFM shall be the sole arbiter of the responsibility to cure the facility defect. The failure of the Vendor to properly notice the State's personnel may cause the Vendor to incur financial costs to remedy damage at a later time. Similarly, the failure to notify, inspect, and correct damaged identified by DFM as state responsibility may alleviate the Vendor's financial liability for some or all of the costs to remediate any damages at a later time.

**20. Customer Feedback.** The vendor shall provide for a means of obtaining feedback from client customers and disclose the methodology, and feedback received to SLA representatives. The purpose of feedback is intended for business use towards ensuring customer satisfaction, including but not limited to suggested or requested menu modifications for the facility. A summary of feedback with customer comments shall be provided to SLA not less than once every six (6) months.

SLA and the Vendor agree that, from time to time, SLA may request that the Vendor provide services in addition to the general services to be provided under this agreement. Nothing in this agreement, however, may be construed as granting the Vendor an exclusive right to provide such additional services. Requests for such additional services should include the time and date of the event, the number of persons attending and the type of services requested. The Vendor's undisputed invoices shall be paid within thirty (30) days of receipt.



STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

SLA will ensure the premises has passed the public health inspection and complete maintenance requirements prior to the Vendor opening for business.

**21. Emergency and Emergency Drill Participation:** The Vendor shall identify an emergency action plan for the premise operations and all on premise employees. Any plan must include how to exit personnel from the location, the cessation of all equipment, cooking, and shutting or securing any gas lines, if applicable. Should an emergency or drill be activated while personnel and/or customers are present in the café location, all individuals, including all employees, must be evacuated from the café premises. The failure to respond to emergency and/or alarm notices shall immediately cause a notice to cure from BEP representatives.

**22. Surrender.** On the last day of the Term or at the earlier termination of the contract, the Vendor shall quit, surrender, and deliver to SLA the designated food areas and equipment in good and orderly condition and repair (reasonable wear and tear expected).

If the designated food area and equipment are not surrendered, and delivered to SLA at the end of the Term or earlier termination, the Vendor shall indemnify, defend, and hold harmless SLA against loss or liability resulting from such delay by the Vendor, including, without limitation, any claims founded on the delay made by any succeeding Vendor.

**J. Responsibilities BEP Licensee**

1. The BEP Licensee shall ensure the vendor operates the micro market's business on the days and during the hours specified herein.
2. The BEP Licensee shall ensure the vendor operates the business in compliance with applicable health laws and regulations including the dress code the SLA has adopted.

**K. State Responsibility**

1. **Pest Control.** DFM will be responsible to obtain, schedule and pay for pest control services located in the premises. The Vendor will be responsible for preparing the facility for any pest control services, including covering any counters or equipment that needs to be protected prior to pesticide spraying or treatment. DFM will only pay for the services identified, and the Vendor shall bear all other responsibilities for the sanitary and cleanliness of the premises, not limited to the Pest Control responsibilities.
2. **Equipment Repair/Replacement.** DVI shall be responsible for the repair of installed kitchen equipment, made accessible to the Vendor, with the contract award. If on inspection by service technicians it is determined the equipment repair is caused by misuse, neglect, and/or abuse by the Vendor, the Vendor shall become responsible for repair of the same.

Delaware, the Division for the Visually Impaired and/or the Division of Facilities Management (DFM), shall have sole discretion to replace versus repair any equipment deemed past its anticipated lifecycle after conducting a reasonable life cycle analysis. Any replacement(s) shall be consistent with equipment in place to avoid negatively impacting Vendor operations. DFM shall be responsible for completing all governance and Code oversight to ensure adherence to current state project approvals.

3. **Fire Alarm(s).** DFM to provide service and payment for same. The Vendor shall not interfere, impinge or otherwise negatively impact the normal standard operation of fire alarm(s). Any actions undertaken by the Vendor may cause an immediate breach of contract and subject the contract to notice to termination.

STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

4. **Fire Extinguisher(s).** DFM to provide service and payment for same.
5. **Overhead Lighting:** State DFM personnel will be responsible for the maintenance and repair of all install overhead lighting, and replacement of bulbs for the same. The Vendor shall notify DFM of bulb outages for replacement of the same, not to affect café operations.