

**STATE OF DELAWARE**



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

DIVISION OF MANAGEMENT SERVICES  
1901 N. DuPont Highway  
New Castle, DE 19720

"DMS Serving Those Who Serve Delaware"

**SPECIFICATIONS AND CONTRACT DOCUMENTS NO. RB-01-10**

**FOR**

**DESSERT PRODUCTS**

**Required for Use By**

**VARIOUS DELAWARE STATE AGENCIES**

**CONTRACT PERIOD:**

**JULY 1, 2009 THROUGH JUNE 30, 2010**

<b>Deposit</b>	<b>WAIVED</b>
<b>Performance Bond</b>	<b>WAIVED</b>
<b>Date Due</b>	<b>MAY 19, 2009</b>
<b>Time</b>	<b>11:00 A.M LOCAL TIME</b>

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

## INVITATION TO BID #RB-01-10

Sealed bids for DESSERT PRODUCTS for various Delaware State Agencies must be received by the Department of Health & Social Services, Procurement Branch, Main Administration Building, Second Floor, Room 260, 1901 North DuPont Highway (Sullivan Street ) Herman M. Holloway Sr. Health & Social Services Campus, New Castle, Delaware 19720, until **11:00 AM local time** on **MAY 19, 2009** at which time they will be opened, read and recorded.

Specifications may be obtained at the above office. (302) 255-9295.

**PLEASE NOTE:** The following paragraphs hereby become part of the General Terms and Conditions of this bid.

**1, 2, 3, 4, 5, 6, 7, 8, 10, 16, 25, and 27**

**CONTACT PERSON: ANNETTE OPALCZYNSKI ( 302) 255-9295**

**PLEASE SEE SPECIAL TERMS AND CONDITIONS.**

**Please review the General Rules and Conditions and the General Requirements for Food Only, which appear on the DHSS website. The following forms must be included with your bid: 1) the Bidder Signature Form, 2) the Vendor Certification Form and 3) the Office of Minority and Women Business Enterprise Forms. All of these documents can be accessed on the DHSS website:**

**<http://dhss.delaware.gov/dhss/rfp/dhssrfp.htm>**

**NOTE TO VENDORS:** Your bid **must** be signed and all information on the signature page completed.

If you do not intend to submit a bid, please send an e-mail to the buyer, stating that you do not intend to bid on this contract and would like to remain on the mailing list.

**IMPORTANT:**

**ALL BIDS MUST HAVE ON THE OUTSIDE ENVELOPE OUR BID NUMBER. IF THIS NUMBER IS OMITTED, YOUR BID WILL IMMEDIATELY BE REJECTED.**

**ALL BIDS MUST BE DELIVERED TO THE ADDRESS ON THE BID ENVELOPE. UNDER NO CIRCUMSTANCES WILL A BID BE ACCEPTED THAT IS :**

- LATE**
- DELIVERED TO THE WRONG BUILDING.**
- SIGNED FOR BY A PERSON OTHER THAN A MEMBER OF THE PROCUREMENT STAFF.**

**DELIVERY INSTRUCTIONS:**

**IT IS THE RESPONSIBILITY OF THE BIDDER TO ASSURE THAT THE BID HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH & SOCIAL SERVICES BY THE DEADLINE. TO INSURE THAT YOUR BID IS IN THE ABOVE OFFICE ON THE DATE AND THE TIME SPECIFIED, THERE ARE THREE (3) RECOMMENDED METHODS OF DELIVERY LISTED BELOW:**

- 1. HAND DELIVER**
- 2. FEDERAL EXPRESS**
- 3. UPS**

**FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:**

**BUYER: ANNETTE OPALCZYNSKI  
DEPARTMENT OF HEALTH & SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN ADMIN. BLDG., ROOM 260  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR.,  
HEALTH & SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720**

**PHONE: (302) 255-9295**

## SPECIAL TERMS & CONDITIONS

- 1) Prices are to be valid from **JULY 1, 2009 THROUGH JUNE 30, 2010.** **Price increases will not be accepted.** Basis for awarding purchase orders against this quotation include but are not limited to low bid, vendor performance record lead time, trade and cash discounts and shipping costs. Determining factors to be those in the best interest of the Department of Health & Social Services, State of Delaware.

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Chief of Procurement of the Department of Health & Social Services shall be final and binding upon both parties.

- 2) Vendor shall state minimum delivery for either case quantity or dollar value. Minimum shipment to cover single item or assorted items on contract to meet minimum shipping requirements, freight, pre-paid.
- 3) Option to extend contract for an additional (1) one year period if agreed upon by all parties.
- 4) Deliveries shall be F.O.B. destination to all state agencies that are under the jurisdiction of Delaware Health & Social Services.
- 5) **The State of Delaware reserves the right to sample products prior to making an award. All samples must be free and delivered at the vendor's expense.**
- 6) Upon delivery, product shall be inspected by an authorized representative of Delaware Health & Social Services, and if found defective or if it fails in any way to meet specifications as indicated in the bid quotation section, it may be rejected. The decision(s) of the Chief of Procurement of the Department of Health & Social Services shall be final. All rejected material will be replaced by the supplier within seven (7) days.
- 7) **Only one price per item will be accepted. Multi bracket pricing will be disallowed.**
- 8) Contract can be utilized by any state facility or agency in the State of Delaware. This may increase quantities beyond the projected manner.

- 9) THE STATE OF DELAWARE WILL NOT ACCEPT MINIMUM ORDERS OVER \$50.00
- 10) **In the event delivery provisions are not met, Delaware Department of Health & Social Services shall have the right to authorize the ordering agency to order equivalent material on the open market. Vendors who fail to notify Procurement of the same may jeopardize future bidding. Any cost above the contract price resulting from this procedure becomes the obligation of the successful vendor(s). Delaware Health & Social Services, Procurement Office, in consultation with the ordering agency will be the sole judge of material equivalencies and such decision will be final.**

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the agency, shall permit the agency to purchase in the open market, products of comparable grade to take the place of those products that were not delivered. On all such purchases, the vendors shall reimburse the agency for an expense incurred in excess of contract prices.

- 11) **When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures in bids must be explained over signature of bidder. All prices must be rounded off to two decimal places. Three decimal places will not be accepted. Example: 10.624 should be rounded off to 10.62. Failure to do so will mean disqualification of said item.**
- 12) The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. **The vendor must accept full payment by procurement credit card or conventional check and/or other electronic means at the State's option without imposing any additional fees, costs, or conditions.**

- 13) All items delivered during the life of the contract shall be of the same type and manufacture as specified in the bid, unless specific approval is given by DHSS-Procurement to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
- 14) Vendors are required to have either a local telephone number with the area code, or a toll free number to accept calls. Each agency is responsible for placing their orders and this may be accomplished by purchase order, telephone, fax or computer online systems.
- 15) Force Majeure: Neither the contractor (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.
- 16) Hold Harmless: The contractor (vendor) agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against all claims for injury, loss of life, or damage to or loss of use of property cause or alleged to be caused by acts of omissions of the contractor, its employees and invitees on or about the premises and which arise out of the contractor's performance or failure to perform as specified in the agreement.
- 17) Vendor Emergency Response Point of Contact: The vendor shall provide the names and telephone numbers of those individuals who can be contacted twenty-four hours a day, seven (7) days a week if there is a critical need for commodities or when the Governor of the State of Delaware declares a State of Emergency. Failure to provide this information could render the bid non-responsive.

