

**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-12-09**

**FOR**

**FOOD THICKENERS**

**Required for Use By**

**VARIOUS DELAWARE STATE AGENCIES**

**CONTRACT PERIOD:**

**MAY 1, 2009 THROUGH APRIL 30, 2010**

<b>Deposit</b>	<b>WAIVED</b>
<b>Performance Bond</b>	<b>WAIVED</b>
<b>Date Due</b>	<b>APRIL 3, 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, SULLIVAN STREET, ROOM 260  
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS  
1901 N. DUPONT HIGHWAY  
NEW CASTLE, DELAWARE 19720**

## INVITATION TO BID #RB-12-09

Sealed bids for FOOD THICKENERS 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 **APRIL 3, 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 NOTE:**

### **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  
DELAWARE HEALTH & SOCIAL SERVICES  
HERMAN M. HOLLOWAY SR. CAMPUS  
PROCUREMENT BRANCH  
MAIN ADMIN. BLDG., ROOM 260  
1901 NORTH DUPONT HIGHWAY  
NEW CASTLE, DELAWARE 19720**

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

## SPECIAL TERMS & CONDITIONS

- 1) Prices are to be valid from **MAY 1, 2009 THROUGH APRIL 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) REQUIREMENT QUANTITIES SHALL BE UNSPECIFIED. THE STATE OF DELAWARE SHALL NOT BE REQUIRED TO BUY A SPECIFIED AMOUNT.
- 3) **BIDS WILL BE ACCEPTED ON THE BRANDS THAT ARE LISTED. SUBSTITUTIONS ARE NOT ACCEPTABLE.**
- 4) Vendor shall state minimum case requirements for delivery. Minimum shipment to cover single item or assorted items on contract to meet minimum shipping requirements, freight, pre-paid.
- 5) Option to extend contract for an additional (1) one year period if agreed upon by all parties.
- 6) Purchase orders will be issued as needed by various agencies.
- 7) 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.
- 8) **Only one price per item will be accepted. Multi bracket pricing will be disallowed.**

- 9) Contract can be utilized by any state facility or agency in the State of Delaware.
- 10) THE STATE OF DELAWARE WILL NOT ACCEPT MINIMUM ORDERS OVER \$50.00
- 11) **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.**

- 12) **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.**
- 13) The successful vendor is required to "Bill as Shipped" to the respective ordering agency (s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.
- 14) 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 and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs, or conditions.**

- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) 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.

Item #		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
6-1	<p><b><u>DIAMOND CRYSTAL/HORMEL HEALTH</u></b></p> <p>Thick N Easy 10 lb./ box #79452600</p>		case		
6-2	<p>Thick N Easy 25 lb./box Product #7925</p>		box		
6-3	<p>Thick N Easy 12/8 oz. cans/case Product #7938</p>		case		

Item #		QUANTITY	UNIT	<u>UNIT PRICE</u>	<u>TOTAL PR</u>
6-4	Thick N Easy, Thickened Juices, 6/48 oz.  #40123 Orange Juice - Honey  #42161 Orange Juice- Nectar  #30634 Apple Juice - Honey  #28876 Apple Juice- Nectar  #48030 Cranberry Juice - Honey  #15813 Cranberry Juice- Nectar		case  case  case  case  case  case	_____  _____  _____  _____  _____  _____	

6-5	Thick N Easy, Thickened Juices, 24/4 oz.  #12687 Apple Honey  #41530 Apple Nectar  #20160 Cranberry Honey  #39705 Cranberry Nectar  #32192 Orange Honey  #49144 Orange Nectar		case  case  case  case  case  case	_____  _____  _____  _____  _____  _____	
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Item #		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
6-6	Thick N Easy Thickened Dairy, 27/8 oz.  #41805- Thickned Dairy- Honey  #24739- Thickened Dairy- Nectar		case  case	_____  _____	

6-7	Thick N Easy Thickened Hydrolyte Drinks  #27076- Thickened Hydrolyte- Honey 6/48 oz.  #46056- Thickened Hydrolyte-Honey 24/4 oz.  #23061- Thickened Hydrolyte Nectar 24/4 oz.  #12863- Thickened Hydrolyte Nectar 6/48 oz.		case  case  case  case	_____  _____  _____  _____	
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Item #		QUANTITY	UNIT	UNIT PRICE	TOTAL PR
6-8	Thick N Easy - Thickened Iced Tea Drinks  #32870- Thickened Iced Tea- Honey 24/4 oz.  #45587- Thickened Iced Tea- Honey 6/48 oz.  #28259- Thickened Iced Tea- Nectar 24/ 4 oz.  #28702- Thickened Iced Tea- Nectar 6/48 oz.  Thick N Easy- Thickened Coffee Drinks  #41611 Honey 75/12 gram pks/cs  #31933 Nectar 75/12 gra, pks/cs.		case  case  case  case  case  case	_____  _____  _____  _____  _____	
6-9	Thick N Easy  100/6.5 gram portion control packets #20223  100/4.5 gram portion control packets #21929		case  case	_____  _____	
6-10	Coffee Plus, High Protein, Coffee & Cream Beverage, Decaffeinated, #25763 Super Coffee		case	_____	

Item #		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	<b>NATIONAL NUTRITION</b>				
6-11	Prosource Protein Supplement Powder, 6/9.7 oz. cans/case #01107		case		
6-12	Procure Protein Supplement Powder, Packets 100/7.5 gram		case		
6-13	Liquid Prosource #1432 1 Quart Bottle, 946 ML		case		
6-14	Liquid Prosource #1525 Non-Carb 32 oz. Bottle,		case		
6-15	HY FIBER- Liquid Fiber Item# 18485 1 Quart Bottle, 946 ml 4/32 oz. Bottles/case		case		
	<b>SIMPLY THICK</b>				
6-16	Instant Food Thickener Honey Gel, 100/ 30 gram packets		case		
6-17	Instant Food Thickener Nectar Gel, 200/15 gram packets		case		

Item #		QUANTITY	UNIT	UNIT PRICE	<u>TOTAL PRICE</u>
6-18	Instant Food Thickener Honey Gel, 40/240 gram packets		case		

6-19	Instant Food Thickener Nectar Gel 80/120 gram packets		case		
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