

General Requirements
Department of Health and Social Services

Scope

This bid covers the requirements for products used by various State of Delaware Agencies

1. Silence of Specifications

1.1 The apparent silence of this specification and supplemental specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

2. Special Provisions

2.1 The aforementioned special provisions shall take precedence over the General Rules and Conditions.

3. Performance Bond and Guarantee

3.1 A performance bond in the amount of one hundred (100%) percent as guaranty for the faithful performance of any contract awarded hereunder will be required from the successful bidder within twenty (20) days after award of contract, unless reduced or waived as stated in bid.

3.2 All bidders are cautioned, in that completion date specified in the Bid Proposal will be upheld by the State. If the successful bidder fails to make completion within the time specified or any extension thereof, as the case may be, the State of Delaware may, by written notice, terminate the right of the successful bidder to proceed or in the discretion of the Procurement Chief, terminate only such part or parts thereof as to which there has been delay. In such event the State may procure the required supplies or services in the open market and the successful bidder and his sureties shall be liable to the State for any excess cost occasioned the State thereby, provided that the successful bidder shall not be charged any excess cost occasioned the State by the procurement of the supplies or services in the open market when the delay of the successful bidder in meeting completion, is due to unforeseen causes beyond the control and without the fault or negligence of the bidder, but not restricted to, acts of God or Acts of the United States Government, etc.

3.3 The contractor shall guarantee all materials and workmanship against original defects or against injury from proper and usual wear when used for the purpose intended.

3.4 Paragraph 13, page two of the "General Rules and Conditions" is hereby amended and the following is substituted in lieu thereof:

3.4.1 "Only those bids exceeding two thousand dollars must be accompanied by a certified check or bid bond payable to the order of Delaware Health and Social Services. Those bids whose aggregate total is less than two thousand dollars need not comply with the bid bond requirement."

3.4.2 "Only those bids exceeding five thousand dollars must be accompanied by a certified check or bid bond payable to the order of Delaware Health and Social Services. Those bids whose aggregate total is less than five thousand dollars need not comply with the bid bond requirement."

4. Method of Award

4.1 The Procurement Chief reserves the right to use any information he sees fit to establish the ability and qualifications of any bidder to perform all conditions of the contract. This is to avoid contract to a firm unable to produce the quality of workmanship and materials, or furnish the service the Department has a right to expect from a contractor with a good reputation.

4.2 The Department reserves the right to reject any or all bids in whole or in part, to make partial awards, award the bid by category, lump sum total item by item, Statewide, or County by County whichever may be most advantageous to the State, group awards to waive any irregularity in any quotation, to increase or decrease quantities

and may reject any bid that shows omissions, alterations of form, addition not called for conditions or alternate proposals.

5. **Applicable Specification and Other Publications**

5.1 The following publications of the issues in effect on date of invitation to bid, form a part of this specification:

Federal Food, Drug and Cosmetic Act and General Regulations for its enforcement and subsequent decision of the U.S. Department of Agriculture.

5.2 Any and all deviations shall be so stated on the returned bid. Unless so stated by the bidder, the State of Delaware shall assume that all requirements have been met and shall hold the bidder to each and every part of the specifications.

6. **Brand Names**

6.1 References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the State of Delaware. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal

7. **Delivery**

- 7.1 All bidders are requested to make deliveries as specified, within two weeks after receipt of order. Past practices of late deliveries will not be tolerated. Performance bonds will be enforced and the Department will proceed immediately to make open market purchases—charging the successful bidder for any increased cost above the actual cost.
- 7.2 Deliveries may be made Monday through Friday, between the hours of 8:00 a.m. and 3:00 p.m. **Absolutely no deliveries will be accepted after 3:00 p.m.**
- 7.3 All deliveries shall be to the individual agencies as required, by each agency.
- 7.4 All deliveries shall be F.O.B. destination as specified, with shipping charges prepaid and include all charges that may be imposed in fulfilling the terms of this contract.
- 7.5 Various Agencies Covered: This invitation covers all requirements of the following Delaware State Agencies including their preferred delivery schedules.
- 7.6 Lateness of Deliveries—Vendors will be charged a penalty per cent () per day that their orders are late. The penalty will be deducted from your billing during that current month. Vendors are advised that late deliveries will not be tolerated.
- 7.7 Deliveries will be at least twice weekly to most facilities. Deliveries will not be accepted Saturdays, Sunday or Holidays. Orders must be weighed and signed for by an authorized representative of each facility for payment to be made.
- 7.8 Deliveries are to be made in a refrigerated truck.
- 7.9 All cases must be identified as to content and purchase order number.
- 7.10 Vendor delivery men must assist in unloading.
- 7.11 Total poundage per item delivered must be within a five percent (5%) tolerance of the specified amount ordered.

8. **Use of Subcontractor for Deliveries**

- 8.1 Preference will be given in awarding contracts to those firms who are able to bid a total package, serving all agencies within each county.
- 8.2 Bidders in accomplishing this may elect to sub-contract their deliveries in order to serve the small agency users with prior State approval.
- 8.3 However, all contracts awarded will be with the prime bidder, who shall remain responsible for overall service, invoicing and deliveries.
- 8.4 Bidder shall attach to his bid, an accompanying letter listing the name of any sub-contractors he intends to utilize and the agencies each would serve.
- 8.5 Bidder must establish a permanent answering service for the purpose of receiving orders and reporting delivery shortages and problems.

9. **Liability**

9.1 The contractor will hold each Department facility or other participating state agency free of any damages resulting from consumption of products delivered under this contract, when such damages are attributed to foreign materials or other defects in products delivered by the contractor.

10. Price Certification

10.1 Successful bidder certifies that prices quoted to the participating agencies in the bid proposal are as low as or lower than those being currently offered to any other Delaware State Agency. Bidders are cautioned that if exceptions are discovered, the difference in price will automatically be deducted from balances due on the state invoice.

11. Materials and Application

11.1 All prices quoted will remain firm from the date of award until the completion of the contract and include all charges that may be imposed in fulfilling the terms of this contract.

11.2 The prices quoted should be met, F.O.B. ordering agency and shall be quoted on the basis as indicated in the proposal specifications.

12 Quantities

12.1 Quantities as indicated are the total estimated requirements for all institutions and may be **increased** or **decreased** by a maximum of twenty percent at time of purchase. We reserve the right to reject any or all bids, based on price, quality and availability of funds.

12.2 Quantities as indicated are total estimated requirements. Quantities may be **increased** or **decreased** based on menu requirements or patient census. This contract may be used, by other State Agencies with the permission of the Procurement Chief.

13. Purchase Orders

13.1 Purchase orders will be issued to the successful bidders within a responsible time after award of contract has been made. No deliveries hereunder shall be made until after receipt of formal State purchase order.

14. Packaging, Packing

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

14.2 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.

14.3 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.

15. Marking

15.1 Shipping case shall be plainly printed or stenciled on one end showing name of commodity, number and size of cans in the container, the name of the Contractor and the Purchase Order Number.

16. Payment of Invoice and Invoices

16.1 Successful Bidders will invoice per instructions on purchase order.

16.2 All invoices shall be sent to - Delaware Health and Social Services, Accounts Payable Section, 1901 N. DuPont Highway, New Castle, Delaware 19720. Every Packing Slip, Delivery Ticket and Invoice must include:

16.2.A Our Purchase Order Number

16.2.B The name of the facility to which delivery was made.

16.2.C Title and quantity of each item.

16.2.D Net Price.

16.2.E Extended total of each item.

16.2.F Our Contract Number.

17. Contract Period

- 17.1 The period of this contract shall be for twelve months. This contract subject to an additional three months extension upon written authorization of the Procurement Chief and acceptance by the successful bidder, to permit ordering of additional quantities at contract prices and in accordance with contract terms.
- 17.2 The period of this contract shall be for six months. This contract subject to an additional one month extension upon written authorization of the Procurement Chief and acceptance by the successful bidder, to permit ordering of additional quantities at contract prices and in accordance with contract terms.
- 17.3 The period of this contract shall be for three months. This contract subject to an additional one month extension upon written authorization of the Procurement Chief and acceptance by the successful bidder, to permit ordering of additional quantities at contract prices and in accordance with contract terms.
- 17.4 The period of this contract shall be for one month. This contract subject to an additional one month extension upon written authorization of the Procurement Chief and acceptance by the successful bidder, to permit ordering of additional quantities at contract prices and in accordance with contract terms.

18. Reservations

- 18.1 The State reserves the right to terminate this contract by a ten (10) day written notice to the vendor should the quality of the products become inferior or the delivery service become poor.

19. Cash Discount

- 19.1 Cash discounts for prompt payment of invoice shall be deducted and net prices only given in the bid. All bids must be on the unit as specified; as designated in the unit column, or they **will not** be considered.
- 19.2 Vendor hereby agrees that in the event of an award, if payment is made within thirty (30) days after receipt of delivery at destination, or from date correct invoice is received, if latter date is later than the date of delivery, he will offer the Department a _____ % discount. The term "Cash Discount" as employed therein pertains only to that discount offered by a bidder for payment of invoices.

20. Interpretations or Agenda

- 20.1 No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Procurement Office. Any inquiry received seven or more days prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents and when issued will be on file in the Procurement Offices at least five days before bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all bidders shall be bound by such Addenda, whether or not received by the bidders.
- 20.2 Please feel free to direct all inquiries to the Department should there be any doubt in your mind about any aspect of the bid. Any and all inquiries shall be in writing and nay answers thereto will be in writing. Should the inquiry be made by telephone, it should then be confirmed in writing. Any questions pertaining to bid conditions should be directed to:

Procurement

Delaware Health and Social Services

1901 N. DuPont Highway

New Castle, Delaware 19720

Telephone Number: (302) 255-9290

21. Statewide versus County Pricing

- 21.1 Bidders may either bid on a statewide basis thereby serving all agencies or on a county basis. Insert your unit prices under the column (3) which you are able to serve.

22. Ordering Procedure

- 22.1 The attached specifications are to be kept by each vendor. We will send to you electronically a list of items to you monthly referring to the items in the specification book for pricing. You will not receive specifications monthly. Upon award of the contract each vendor will be notified by letter of the items they were awarded. Orders will be called in by the Dietary Department on Tuesday of the current week for delivery the following week. The confirming written order will follow. Orders for all agencies for the following week will be given to you at one time.

23. Performance

- 23.1 **Late Deliveries** -- Those vendors not making deliveries on the date specified will have their order cancelled for the specific date and will be charged the difference between their bid and the next lowest bid. Three late deliveries to any agency will result in removal from the bidders list for a three (3) month period. If there is a delay anticipated vendors must notify the ordering agency. Undelivered items will be purchased open market and the difference charged to the contract vendor.
- 23.2 **Inferior Merchandise** -- Those vendors delivering merchandise of inferior quality, delivering in other than the manner specified will have their merchandise refused. Vendors will be given 24 hours to deliver the proper merchandise as specified. Failure to deliver within 24 hours will result in the vendor being charged the difference between their bid and the next lowest bid. Three deliveries of inferior merchandise will result in removal from the bidders list for a three (3) month period.
- 23.3 **Quality of Merchandise** - If quality of merchandise is questionable and the receiving agency and vendor cannot reach an agreement, a State of Delaware and/or a Federal Meat Inspector will be called in to inspect the merchandise. The decision of the Inspector will be final. Costs will be borne by the vendor.
- 23.4 **Repetitive Infractions** - Those vendors with 2 suspensions from the bidders list will automatically be removed from our bidders list.

24. Deviations to Specifications

- 24.1 All deviations to specifications must be noted. Those vendors not noting deviations will be expected to deliver products as specified. Total order must be delivered on the specified dates; partial shipments will be considered cause for rejection of delivery of the item.

25. Bid Information

- 25.1 In connection with this bid the bidder must furnish the Brand Names of the item being offered. Failure to furnish the information requested will subject bid to disqualification.
- 25.2 In connection with this bid the bidder must furnish the Brand Name of the item being offered, the **Year of Pack**, the **Name of Packer**, the **Place of Packing** and the number of **Delivery Days** required. The **Name of Packer and Place of Packing will not be tabulated, and will be held strictly confidential. Failure to furnish all information requested will subject bid to disqualification.**

26. Labeling

- 26.1 Legible commercial labeling will be acceptable, providing it conforms with the Federal Food, Drug and Cosmetic Act and General Regulations for its enforcement.

27. Sizes

27.1 Size of containers and quantity per case are as follows:

Overall Dimensions

(In inches) Sealed Can

Size	Diameter	Height	Quantity per Case
6 oz. Tins			96 Tins
No. 300 Tins	3	4-7/16	24 Tins
No. 303 Tins	3-3/16	4-6/16	24 Tins
No. 2 Tins	3-7/16	4-9/16	24 Tins
No. 2 ½ Tins	4-1/16	4-11/16	24 Tins
No. 3 Cyl. Cans (46 oz.)	4-4/16	7	12 Tins
No. 10 Tins	6-3/16	7	6 Tins
12 oz. Bottles			12 Bottles
14 oz. Bottles			24 Bottles

28. Requirements

- 28.1 Material - Canned products shall be of the latest season pack at the time of issue of invitation to bid. In all instances, the **Year of Pack** must be indicated in the space provided in the proposal.
- 28.2 Quality Grades - Interpretation of grades and descriptive terms shall be in accordance with latest United States Standards for Grades of Canned Fruits and Vegetables as established by the United States Department of Agriculture. The product offered shall equal or exceed the grade specified.
- 28.3 Workmanship - Canned products shall be prepared, processed and packed under sanitary conditions and in accordance with good commercial practice. The product shall be sufficiently processed by heat to assure preservation of containers as outlined in U. S. Standard for Condition of Food Container.
- 28.4 Guarantee - The vendor shall guarantee canned products covered by this bid against spoilage for a period of six (6) months after delivery. The term spoilage refers to swells (Flippers, Springers and Hard Swells) or cans 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 spoilage during the guarantee period.

29. Sampling, Inspection and Test Procedures

- 29.1 Sampling - samples of finished products covered by bid specification may be taken at any time by a duly authorized representative of the State to determine compliance with the requirements. When USDA inspection is required under 29.2, sampling will be accomplished by the Federal Agency.
- 29.2 USDA Inspection and Certification - All bid items are subject to a USDA Grade and which total one hundred (100) cases or more, except as noted in the invitation, shall be covered by a United States Department of Agriculture Certificate of Quality and Condition in accordance with the following program:
- 29.2.1 The certificate shall be one of the following forms, issued less than six months prior to date of shipment of the item.
- The original U.S.D.A. Certificate. FV-146, FV-149.
 - A Signed copy of the original U.S.D.A. Certificate.
 - A photo copy of the original U.S.D.A. Certificate.
- 29.2.2 The number of cases shown on the certificate to be in the inspected lot must be equal to, or exceed, the total number of cases of the item to be delivered. If deliveries consist of more than one lot, each covered by a separate certificate, the total number of cases certified on all certificates shall equal or exceed the number of cases to be delivered.
- 29.2.3 The certifying inspector shall specifically state on the certificate whether the product "Meets" or "Fails" the requirements of the applicable item number listed in this bid invitation.
- 29.2.4 The certifying inspector shall forward directly to the Procurement Office, Delaware Health and Social Services, 1901 N. DuPont Highway, New Castle, Delaware 19720, the inspection certificate by the USDA Processed Products Inspection Office, issuing the certificate, **prior to payment.**

- 29.2.4.A **Copy or Photo static copy of USDA Certificate must accompany each delivery, cases must bear identical USDA Stamp as appears on certificate; otherwise delivery will be rejected.**
- 29.2.5 The USDA "Officially Sampled" stamp shall be identified on each inspected lot by stamping all shipping cases and the inspection certificate covering the lot with the officially drawn sample mark. The sample mark shall be placed on the cases bearing the date and the lot number or letter such as 2, 3, etc. or A, B, C, etc.
- 29.2.6 The stamping of the cases with the "Officially Sampled" stamp is not required for lots which have been packed under USDA continuous inspection and bear U.S. Grade designations and the USDA inspection shield on all labels.
- 29.2.7 It shall be the vendor's responsibility to inform the USDA Processed Products Inspection Office that the product offered for inspection is to be sold to the State of Delaware and that compliance with the above provisions of the inspection and certification program is desired.
- 29.2.8 Inspection costs incurred in obtaining the required USDA Certificates of Quality and Condition shall be the responsibility of the vendor.

29.3 Less-than-100-case-lots - When the total quantity of a bid item is less than 50 cases for all deliveries, USDA Inspection and Certification is not required except as noted in the invitation. Nevertheless, the vendor shall remain responsible to deliver products as specified.

29.4 Samples

- 29.4.1 Items specifying a USDA Grade and which totals 100 cases or more will be covered by a USDA Certificate of Quality and Condition, and therefore will not require samples prior to award to determine compliance with these specifications.
- 29.4.2 Two samples will be required on some items not subject to a USDA Certificate of Quality and Condition. Please refer to individual bid item for determination. Sample codes submitted shall be codes shipped.
- 29.4.3 Samples may arrive no later than _____
for consideration. Mail to:
Samples for Contract No. _____
Warehouse Building
Delaware State Hospital
New Castle, Delaware 19720

Note: Distributors and/or jobbers forwarding samples through their packer should request the packer to identify the distributor or jobber for whom the sample is being submitted.

30. Palletizing

- 30.1 Canned Goods must be palletized according to product.

31. Delivery Tickets

- 31.1 Delivery tickets must be provided at time of delivery for **each** purchase order of which the total shipment covers, including purchase order number and ordering agency.

32. Specification for White Bread

- 32.1 All white bread to be furnished will be baked with enriched bleached flour, which will meet federal specification as indicated below under "Federal Specifications for Hard Wheat Flour" and non-fat dried milk powder (spray process) both to be supplied at no cost to the successful contact(s) by the Delaware Division of Purchasing. These materials will be U.S. Department of Agriculture Government Surplus Commodities furnished by the U.S. Department of Agriculture to the State of Delaware through the Delaware Division of Purchasing located on the grounds of the Governor Bacon Health Center at Delaware City, Delaware.

33. Surplus Commodities

33.1 The Delaware Division of Purchasing will furnish the successful contractor(s) one hundred (100) pounds of flour and four (4) pounds of non-fat dried milk of every one hundred and fifty (150) loaves of bread supplied to the facilities of Delaware Health and Social Services and other qualified participants. If the successful contractor(s) receiving warehouse is located more than 50 (50) miles from the Division of Purchasing Warehouse, which is located on the Governor Bacon Health Center at Delaware City, Delaware, successful contractor(s) must pick up the surplus commodities at the designated warehouse at a time mutually satisfactory to the contractor as well as to the Division of Purchasing, such pick-up to be accomplished by the successful contractor(s) at no cost to Delaware Health and Social Services. Deliveries of surplus commodities will be made by the Division of Purchasing to successful contractor(s) whose warehouse is located within a fifty (50) mile radius of the Division of Purchasing at no cost to the successful contractor(s) or to Delaware Health and Social Services.

34. Federal Inspection for Hard Wheat Flour

34.1 The hard flour shall be enriched, bleached, produced from wheat of the classes "Hard Red Spring Wheat" or "Hard Wheat", or of the subclass "Hard White" all as defined in the official Grain Standards of the United States for Wheat, complying with the requirements of the latest revisions of the Federal Specification N-F-481, Section 1 through 7 including latest revisions, providing the following requirements shall be substituted for Sub-Section 3.3 Chemical Requirements:

- (1) Protein content (Nx 5.7) - minimum 12 percent with no maximum percent on a 14.0 percent moisture basis.
- (2) Maximum ash content 0.48 percent on a 14.0 percent moisture basis.
- (3) Diastase activity mg. maltose per 10gm flour - minimum 275 and maximum 400 on a 14.0 percent moisture basis.
- (4) Maximum moisture - 13.8 percent.
- (5) There shall be no PH value requirement.

All flour should be of good baking quality.

35. Furnishing its Products to Delaware State Agencies

35.1 A bid may be accompanied by a hard copy of a rating to the State Milk Sanitation Rating Agency or Public Health Service. These bids will be considered for award on an equal basis with rated bidders, except that prior to award, sanitary conditions must be acceptable to the State. Also such bidders must furnish to the Procurement Chief within sixty (60) days after award of contract, evidence of a ninety percent (90%) rating. Failure to furnish evidence will result in termination of the contract.

36. Plant Location

36.1 Bidder to indicate location of plant where products offered will be prepared.

Name of Plant _____
Address _____

37. Plant Approval

37.1 For Plant approval purposes, the bidder certifies that an inspection of the physical facilities of this plant was conducted by the:

Name of Agency: _____ on
Date of Last Inspection: _____ was accepted _____
rejected _____ for furnishing its products to various State of Delaware Agencies.

38. Icing

38.1 All deliveries shall be adequately iced while in transit and at delivery destination if refrigeration facilities are not available.

39. Specifications

- 39.1 **Milk** - All milk shall be Grade A, pasteurized, homogenized and shall contain not less than 3.5% butter fat.
- 39.1.A **Milk, Low Fat Fortified** - All milk shall be Grade A, pasteurized, homogenized and shall contain not less than 2% butter fat, fortified with additional milk solids. Reference: Sealtest "Light and Lively"; Abbott "Mighty Milk"; Pennbrook "Vita Milk".
- 39.2 **Cream, Table** - All table cream shall be Grade A, pasteurized, homogenized and shall contain not less than 18% butter fat.
- 39.3 **Cheese, Cottage** -- All cottage cheese shall be Grade A, creamed, pasteurized and shall contain not more than 80% moisture. Not less than 4% butter fat.
- 39.4 **State Board of Health Requirements** - All milk shall be produced and delivered in accordance with all sections of the Milk Regulations as adopted by the Delaware State Physical Health Division and all subsequent amendments. All dairies and/or milk plants shall be open to inspection at all times by a duly authorized representative of the Delaware State Physical Health Division for the purpose of determining compliance with existing milk regulations. All items delivered under this contract will be subject to tests by the State Physical health Division from time to time during the life of the contract.
- 39.5 **Ice Cream** - Ice Cream shall contain not less than 10% by weight of milk fat and not less than 22.5% by weight of total milk solids. All Federal and Delaware State regulations shall be followed.
- 39.5.A Bidder will be required to furnish mechanically refrigerated cabinets for storage and preservation of their products and assume responsibility for loss of their products caused by mechanical failure of said equipment. Successful bidder may make satisfactory transfer of cabinets with previous vendor if desirable.
- 39.5.B Sizes and locations of current storage cabinets on loan are as directed.
- 39.5.C Bidder will be required to have a minimum inventory equal to one week's requirement under this proposal and be capable of effecting timely delivery to the several delivery points as required. Bidder must have a refrigeration service department capable of prompt response to service calls on their equipment.