Data Service Center

168 S. Dupont Highway
New Castle, DE 19720
www.dataservice.org

Phone: (302) 504-7200
Fax: (302) 504-7201
Helpdesk: (302) 504-7222

March 19, 2015

RE: BID Number: **5-15-39**

BID Title: **Nutrition Services – Fresh Produce – Milford, Cape Henlopen, Indian River, Capital, Caesar Rodney, Woodbridge, Seaford, Delmar, Laurel and Lake Forest School Districts**

Date/Time of BID Opening: **April 16, 2015 at 2:00 PM**

The Data Service Center will receive sealed proposals for the above referenced bid until the time and date stated above when they will be publicly opened in the Data Service Center, 168 S Dupont Highway, New Castle, DE 19720 (phone 302-504-7200).

Enclosed are General Instructions to Bidders and Specifications, which I strongly encourage you to be fully aware of when submitting a proposal. **The enclosed Proposal Form must be used in submitting a proposal.** The General Instructions to Bidders, Special and/or Specifications are to be returned only if you wish to take exception to anything contained therein. You should retain these documents (or copies) for information in the event you are a successful bidder.

If you have any questions concerning the enclosed information, please contact me.

Sincerely,

Emily L. Ryan
User Support Analyst
Central Bidding Department

DATA SERVICE CENTER

CENTRAL BIDDING DEPARTMENT

MILFORD, CAPE HENLOPEN, INDIAN RIVER, CAPITAL, CAESAR RODNEY, WOODBRIDGE, SEAFORD, DELMAR, LAUREL & LAKE FOREST SCHOOL DISTRICTS

GENERAL INSTRUCTIONS TO BIDDERS

THE GENERAL RULES AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A PART OF EACH CONTRACT OR PURCHASE ORDER. BEFORE SUBMITTING ITS BID, THE BIDDER MUST REVIEW ALL INSTRUCTIONS AND SPECIFICATIONS. A BIDDER'S MISINTERPRETATION OR IGNORANCE OF SUCH INSTRUCTIONS OR SPECIFICATIONS WILL NOT EXCUSE THE BIDDER FROM COMPLYING WITH THE INSTRUCTIONS AND SPECIFICATIONS. THE BIDDER MUST ALSO REVIEW APPLICABLE STATE LAWS. IF THESE INSTRUCTIONS OR THE BID SPECIFICATIONS ARE INCONSISTENT WITH STATE LAW, STATE LAW SHALL CONTROL.

NOTE: "District(s)" refers to the Milford, Cape Henlopen, Indian River, Capital, Caesar Rodney, Woodbridge, Seaford, Delmar, Laurel & Lake Forest School Districts, individually or collectively as indicated in the Special Instructions or Specifications.

1. BID PROPOSALS

Use the enclosed Proposal Form in submitting a Bid Proposal. The Bid Proposal must be dated and signed by an authorized representative of the bidder. A Request for Bids for any of the nineteen districts received from any source other than the Central Bidding Department may not be complete or current. When you are made aware of an existing Request for Bid, you should contact this office for the bid documents.

All Bids must, prior to the time set for the public opening, be returned to the Data Service Center, Central Bidding Department, 168 S. Dupont Highway, New Castle, DE 19720, in the enclosed pre-addressed envelope with the bidder's name, bid number, and time and date of the bid opening appearing on the envelope. All bids must be in sealed envelopes.

2. "RFP" - REQUESTS FOR PROPOSALS

When the use of competitive sealed bidding is either not practicable or not advantageous to the District, a procurement may be effected after receipt of a response to a "Request For Proposal" ("RFP"). The "RFP" differs from a "Bid" in that offerors submitting proposals may be afforded an opportunity to discuss and revise proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals reasonably likely to be selected for award.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process. The award shall be made to the offeror(s) whose proposal is most advantageous to the District(s), taking into consideration the evaluation factors set forth in the RFP. The award may be made upon criteria which do not include price.

3. PRE-BID MEETINGS

In the case of any public works contract for the construction, re-construction, alteration or repair of any public building or other public improvement of any District, there shall be a meeting of all prospective bidders and of the District called by the District upon reasonable notice and at a place and time stated in such notice which meeting shall be at least 15 days before the date for the submission of bids (29 § 6962(d)(10)a Delaware Code).

Pre-bid meetings for non-public works contracts and for public works contracts that do not exceed $50,000 in value, and attendance requirements for such meetings, shall be at the discretion of the District(s).

4. DELIVERY OF BID PROPOSALS

Sealed Bid Proposal must be received in the Central Bidding Department, 168 S. Dupont Highway, New Castle, DE 19720, prior to the time set for the Bid Opening. It is the responsibility of the Bidder to make certain that the Bid Proposal is in the Central Bidding Department prior to the time set for the Bid Opening. The District(s) accepts no responsibility for any bid entrusted to the United States Postal Service, or any other delivery service or company. Bid Proposals not received in the Central Bidding Department by the time set for the Bid Opening will not be considered.

5. BID OPENING

Bids will be publicly opened in the Office of Central Bidding, Data Service Center, 168 S. Dupont Highway, New Castle, DE 19720 or other designated location at the time designated on the Proposal Form, and in the Advertisement for Bids. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the apparent low bidder. The aggregate amount of each bid shall be disclosed. Additional information shall be disclosed at the discretion of the Districts.

The contents of any "Request For Proposal" will not be disclosed at an opening so as not to interfere with the negotiation process. Only the names of those submitting proposals shall be revealed.

6. POLICY AND PROCEDURE FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS

Title 29 § 10003 Delaware Code Freedom of Information Act

(a) All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.

(b) It shall be the responsibility of the public body to establish rules and regulations regarding access to public records as well as fees charged for copying of such records.(60 Del. Laws, c. 641 § 1.)

A. Examination of Contract File

Any citizen of the State or bidder may review the contract file only after making an appointment to do so with the Central Bidding Office. Requests to review the records during an unannounced office visit may be denied if department personnel are busy, or if the file is in active use. Trade secrets and commercial or financial information of a privileged or confidential nature shall not be deemed public.

B. Requests for Bid Tabulations

Copies of a bid tabulation may be obtained from the Data Service Center either by mail after receipt of a written request and a self-addressed and stamped envelope, or by making an appointment to pick up copies that will be left at the Receptionist's desk. Bid tabulation and/or contract information other than the name of the successful bidder will not be given out over the telephone. Requests for bid tabulations during an unannounced office visit may be denied if work flow of department personnel will be disrupted.

C. Copying Fees

The Data Service Center reserves the right to charge a reasonable fee for the copying of any public record. Such charges must be paid to the Data Service Center prior to receiving the copies.

7. STATUS OF PROPOSALS

A. Unless otherwise stated in the Special Instructions or on the Proposal Form, the Proposal submitted by bidders shall be binding for a period of 60 days from the date the bids are opened. Requests for Proposals shall be binding for a period of 90 days.

B. Bids may be withdrawn up to the time of the bid opening upon request of the bidder. Such a request must be in writing and received by the Manager of Central Bidding prior to the time stated for the bid opening. Timely requests submitted by facsimile or telegram will be honored.

C. Waiver - The District(s) reserves the right to waive any failure to conform to the instructions or specifications if the waiver: (1) does not involve a mandatory statutory requirement; (2) does not provide a competitive advantage to one or more bidders; and (3) is in the best interest of the District(s).

D. Bidders may take exception to the terms and conditions of the instructions and/or specifications. Exceptions must be submitted prior to the opening of bids. Exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders will be rejected. The bid of a bidder taking exception may be rejected if the District(s) rejects the exception.

8. AWARDING OF BIDS

A. The District(s) reserves the right to award the bid to the lowest qualified bidder meeting specifications by item, in total, or any other method, whichever is deemed by the District(s) to be in its best interest.

B. The District(s) reserves the right to award the bid to 2 or more firms if the advertisement for bids notifies bidders of the right of the District(s) to make such an award and the criteria for such an award.

C. The District(s) reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to reasonably increase or decrease quantities where estimated quantities are shown or where definite quantities are shown, and may reject any bid which indicates any omission, contains alteration of form or additions not requested or imposes conditions, or where the individual bidder should receive a total award of less than $500.00, or offers alternate items, and make any award which is deemed to be in the best interest of the District(s).

D. In the event of tie bids, the District(s) will decide which bidder is to be awarded the contract by any criteria of its choice.

E. The contract shall be awarded by the District(s) and it's Board(s) within 60 days after the opening of bids. Failure to do so shall be cause for rejection of all bids. Responses to Requests for Proposals shall be awarded within 90 days after the opening of Proposals. Failure to do so shall be cause for rejection of all proposals.

9. BID DEPOSIT

All bid deposits are waived for contracts valued at less than $25,000.00. Deposits are required for contracts for materials or services in excess of $25,000.00 unless the bid specifications state that bid deposits are waived. All public works contracts in excess of $50,000.00 require a deposit. All bids shall be accompanied with a deposit of either a good and sufficient bond to the State of Delaware for the benefit of the District involved, with corporate surety authorized to do business in this State, for a sum equal to 10% of the bid, or in lieu of the bid bond a security of the bidder assigned to and approved by the District. Bidders are advised that they may obtain written confirmation from the Data Service Center for the acceptance of a security deposit other than a bond, prior to the submission of the bid. The bid bond need not be for a specific sum but may be stated to be for a sum equal to 10% of the bid to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. All bidders shall submit a separate bid deposit for each proposal. Upon the execution of a formal contract and necessary bonds, the bid deposit will be returned to the successful bidder. The deposit of the unsuccessful bidders will be returned to them immediately upon the awarding of the contract, or the rejection of all bids.

10. FORMAL CONTRACT AND/OR PURCHASE ORDER

A. The successful bidder shall execute the formal contract, and also the required bonds, within twenty (20) days after the award of the contract. In the event any successful bidder refuses or neglects to execute a formal contract or required bond within (20) days of the awarding of the contract, the bid deposit of the successful bidder may be taken and become the absolute property of the State for the benefit of the named District(s), as liquidated damages, and not as a forfeiture or as a penalty, and shall be deposited with the State Treasurer, and the District(s) will award Contract to the next lowest bidder or re-advertise for new bids. The District(s) will proceed to collect on the bid deposit. The District(s) waives all formal contracts on contract awards of less than $5,000.00; the obligations of the bidder shall be set forth in the bid specifications, these General Instructions, and any special instructions. No bidder or Vendor is to begin any work until it receives a State of Delaware Purchase Order signed by two authorized representatives of the District(s), properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.

B. The formal contract or purchase order shall incorporate by reference these General Instructions, as well as the Special Instructions and Specifications and the bidder's Proposal.

C. If a bid is submitted to more than one District, each such District awarding the bid shall enter into a separate contract with the low, qualified bidder.

11. PERFORMANCE AND PAYMENT BONDS

A. Performance and payment bonds are required for materials or non-professional service contracts, unless reduced or waived as stated in the bid specifications. Contracts for less than $25,000 may contain a waiver of the bond requirement provided the successful vendor posts with the State an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such letter of credit or other security shall be issued for a term commencing simultaneously with the execution of the formal contract and terminating no later than 3 years, subsequent to the date of delivery of such material or non-professional service or to the extent of the warranty period, whichever is greater. In no event shall such security expire without the express written approval of the State. When required, the successful bidder shall simultaneously with the execution of the formal contract, execute a good and sufficient Performance and Labor and Materials bond to the State of Delaware for the benefit of the District(s), with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price.

B. Performance and payment bonds are required for public works contracts. The successful bidder shall simultaneously with the execution the formal contract, execute a good and sufficient Performance and Labor and Materials Bond to the State of Delaware for the benefit of the District(s) with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price. Contracts may contain a waiver of the bond requirement, provided, however, that the successful bidder post with the contracting Agency an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such security shall be subject to the terms and conditions of the contracting District.

C. The bond when required shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal and specifications at the time, and in the manner prescribed by the contract and specifications including the payment in full to every person furnishing materials or performing labor in the performance of the contract, of all sums of money due him for such labor or materials. The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the District(s) from all cost, damages, and expenses, including attorneys fees, growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the contract.

D. The District(s) will, when it considers that the interest of the State so require, cause judgment to be confessed upon the bond. All sums received through confession of judgment shall be paid to the State Treasurer for the credit of the District(s).

E. Every person furnishing materials or performing labor under the contract for which the successful bidder is liable may maintain an action on the bond for the subcontractor's or supplier's own use in the name of the State, in any court of competent jurisdiction, for the recovery of such sum or sums as may be due such person from the successful bidder, but if the bond so provides, no suit shall be commenced after the expiration of one (1) year following the date on which the successful bidder ceased work on the contract. Otherwise, suits may be commenced at any time within three (3) years following the date the last work is done on the contract.

F. The performance and payment bond shall include a provision that the Surety shall have the right to participate in any arbitration proceeding which may involve liability under the bond, and that the arbitration award in any such arbitration proceeding shall be binding on the Surety.

G. No person or surety, in any action brought under this section, or on the bond required by this section, shall assert as a defense to such action, the claim that the bond given pursuant to this section contained a limitation or restriction not provided for by this section.

12. FAILURE TO COMPLY WITH CONTRACT: NEW AWARD: SUPERVISION

If any person entering into a contract under the authority of this chapter neglects or refuses to perform it or fails to comply with the terms thereof, the District(s) will terminate the contract and proceed to award a new contract in accordance with the provisions of Chapter 69, Title 29 of the Delaware Code, or may require the surety on the performance bond to complete the contract in accordance with the terms of the performance bond.

Should a contractor/supplier fail to perform under the conditions of this contract, the District(s) reserves the right to purchase the item or items on the open market and charge to the contractor/supplier or deduct from any monies owed the contractor/supplier, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the contractor/supplier by certified letter and giving him reasonable time to reply, but in no event longer than 10 days from the mailing of the certified letter. Failure to supply items as bid may be cause for removal of a bidder from our vendor bid list.

13. CONTRACT FOR PUBLIC BUILDINGS: LISTING SUBCONTRACTORS: BIDDER AS SUBCONTRACTOR: SUBSTITUTION OF SUBCONTRACTORS: PENALTIES: SUBCONTRACTING LIMITATION

Any public works contract, the probable cost of which exceeds $50,000, for the construction, reconstruction, alteration, or repair of any public building of the State or any agency or governmental unit within the State, shall, in addition to the other requirements of this chapter by subject to the following provisions.

A. Such contract shall be awarded only to a bidder whose bid is accompanied by a statement containing for each subcontractor category set forth in the "listing" as provided in §6962(d)(10) of this Chapter, the name and address (City or Town and State only - Street Number and P.O. Box addresses not required) of the subcontractor whose services he intends to use in performing the work or in performing the work and providing the material, for such subcontractor category. No bidder for such a contract shall list himself in any accompanying statement as the subcontractor of any part of the public building unless the bidder, in addition to being licensed as a contractor of the State, shall also be recognized in the industry not only as a prime contractor but also as a subcontractor or contractor in and for any such part of parts of such work so listed in such accompanying statement.

B. Neither the State nor agency nor governmental unit shall accept any bid for such a contract or award any such contract to any bidder, as the prime contractor, if the bidder has listed himself as the subcontractor for any subcontractor category set forth on the "listing" as provided in §6962(d)(10) of this Chapter, unless it has been established to the satisfaction of the awarding agency that the bidder has customarily performed the specialty work of such subcontractor category by artisans regularly employed by the bidder in his organization, that the bidder is duly licensed by the State to engage in such specialty work, if the State required such licenses and that the bidder is recognized in the industry as a bona fide subcontractor or contractor in such specialty work and subcontractor category. Illustrative only (and not intended to be exhaustive) of typical subcontractor categories involving their own respective types of specialty work, are plumbing, electrical wiring, heating, roofing, insulating, weather-stripping, masonry, bricklaying, and plastering. The decision of the awarding agency as to whether a bidder who lists himself as the subcontractor for a subcontractor category set forth in the "listing" as provided in §6962(d)(10) for such subcontractor category, shall be final and binding upon all bidders, and no action of any nature shall lie against any awarding agency because of its decision in this regard.

C. After such a contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth in the statement which accompanied his bid without the written consent of the agency awarding the contract. No agency shall consent to such substitution unless the agency is satisfied that the subcontractor in question whose name is listed in the successful bidder's accompanying statement (1) is unqualified to perform the work required, or (2) has failed to execute a timely reasonable subcontract, or (3) has

defaulted in the performance of the part of the work covered by the subcontract, or (4) is no longer engaged in such business.

D. Such a contract shall contain a provision for withholding from or requiring the payment by, the successful bidder of a penalty, the amount to be determined by the agency, for the failure to utilize any or all the subcontractors set forth in the successful bidder's accompanying statement in the performance of the work on the public building contemplated by the contract. Any sum so withheld from or paid by the contractor for any such failure may be remitted or refunded, in whole or in part, by the agency awarding the contract, but only in the event it is established to the satisfaction of the agency, that the subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted under this section unless application therefore is filed within one year after the liability of the successful bidder accrues. If any such application for refund of any sum paid as a penalty is denied, or if no application for refund is filed within the period provided herein for filing an application, such sum shall revert to the State.

E. Any contract for a public works project may include a provision that the successful bidder on a specialty contract perform, at a minimum, a fixed percentage of the work up to 50% of the total contract bid. Factors to be considered by the awarding agency in setting the required percentage of amount of work the successful bidder must perform may include the degree of difficulty involved in the agency's administration of the work covered under the terms of the contract; the degree of specialty work contemplated in the contract and the time period required in which to complete the public works project. The terms of the contract shall so specify reasons for the stated percentage in its general terms and conditions.

14. WAGE PROVISIONS IN PUBLIC CONSTRUCTION CONTRACTS FAILURE TO PAY PREVAILING WAGE RATES: PENALTY

A. The specifications for every contract or aggregate of contracts relating to a public works project in excess of $100,000 for new construction (including painting and decorating) or $15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of buildings or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average wage paid to all employees reported.

B. Every contract based upon these specifications shall contain a stipulation that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics. The specifications shall further stipulate that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

C. Every contract based upon these specifications shall contain a stipulation that sworn payroll information, be maintained and produced at the request of the Department of Labor.

D. The Department of Labor shall investigate all claims that the prevailing wage rates as provided for under this section are not being or have not been paid. Upon finding that an employer has not paid or is not paying the prevailing wage rates, the Department of Labor shall notify the employer of the violations by certified mail and make an effort to obtain compliance. Upon failure to obtain compliance within 15 days of receipt of said certified mail, the Secretary may terminate all rights of the employer to proceed with the work under the public construction contract, and the employer shall be responsible for all damages resulting therefrom.

E. Any employer who knowingly fails or refuses to pay the prevailing wage rates provided for under this Section, or who fails to submit payroll reports or post notice of the wage rates which apply to the project shall, for each such violation, be subject to a Civil Penalty of not less than $1,000 nor more than $5,000 for each violation. No public construction contract in this State shall be bid on, awarded to, or received by any contractor or subcontractor, or to any person, firm, partnership, or corporation in which such employer has an interest who, within two years after entry of a judgment pursuant to this chapter, is adjudicated in violation of this chapter in subsequent proceeding, until three

years have elapsed from the date of the subsequent penalty judgment. A Civil Penalty claim may be filed in any court of competent jurisdiction.

F. Any laborer or mechanic employed by any employer, or the Department of Labor on behalf of any laborer or mechanic employed by any employer, who is paid in a sum less than the prevailing wage rates provided for under this section shall have a right of action against the employer in any court of competent jurisdiction to recover up to treble the difference between the amount so paid and the prevailing wage rate. Such action may be brought by the Department of Labor in the name and for the benefit of the laborer or mechanic with or without an assignment of the claim from the employee, the Department of Labor shall have the power to settle and adjust any such claim to the same extent as would the aggrieved employee. It shall not be a defense to such action that the underpayment was received by the laborer or mechanic without protest. Upon the filing of an action under this section, the employer shall post suitable bond approved by the court for the damages which may be recoverable thereunder. Any judgment entered for plaintiff shall include an award for reasonable attorney's fees and costs of prosecution.

G. Any wages collected under this chapter, but not claimed by the employee within 1 year from the date of collection, shall be retained by the Department of Labor for enforcement purposes.

H. No action to recover wages and damages under this section shall be brought after the expiration of 2 years from the accruing of the cause of action.

I. Whenever any person shall contract with another for the performance of any work which the contracting person has undertaken to perform, he or she shall become civilly liable to employees engaged in the performance of work under such contract for the payment of wages, exclusive of treble damages, as required under this section, whenever and to the extent that the employer of such employees fails to pay such wages, and the employer of such employees shall be liable to such person for any wages paid by him under this Section. If pursuant to this Subsection (I) a person becomes civilly liable to employees of another, such liability shall not constitute a violation of this Section for purposes of the termination, civil penalty and debarment provisions of Subsections (D) and (E) of this Section.

J. A contract manager shall be responsible for monitoring compliance with this Section, but shall not become civilly liable to the same extent as the contracting person. For purposes of this Section, "contract manager" means any person who performs the function of the contracting person without becoming a party to the contract of performance, but rather contracts with the recipient of the goods or services to act as his/her agent. A contract manager who knowingly fails or refuses to monitor compliance with this Section shall, for each such failure or refusal, be subject to a Civil Penalty of not less than $100 nor more than $500. A Civil Penalty claim under this subsection may be filed in any court of competent jurisdiction. A contract manager's liability for a Civil Penalty pursuant to this Subsection (j) shall not constitute a violation of this section for purposes of the termination, civil penalty and debarment provisions of Subsection (D) and (E) of this Section.

15. PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT

In the construction of all public works for the State or any political subdivision thereof, or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal citizens of the State, who have established citizenship by residence of at least ninety days in the State. Any person, company or corporation who violates the provisions of this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

16. NON-DISCRIMINATION

In performing this work the successful bidder agrees to the following:

A. The successful bidder will not discriminate against any employee or application for employment because of race, creed, color, sex, national origin, age or disability. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The successful bidder will, in all solicitations or advertisements for employees place by or on behalf of himself, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age or disability.

17. EQUAL OPPORTUNITY EMPLOYER

The named School District(s) is an equal opportunity employer and does not discriminate or deny services on the basis of race, color, creed, national origin, sex, disability, or age.

18. INSURANCE - LIABILITY

The successful bidder shall maintain, at its expense, the following insurance:

A. Public Liability and Automobile Liability Insurance

1. The policy is to be provided for both the owner and the contractor.

2. Minimum coverage for bodily injury shall be $500,000 for any one individual and $1,000,000 for any one accident.

3. Minimum coverage for property damage shall be $500,000 for any one accident.

4. Policies shall include completed operations, owners and contractors Protective Liability and Contractual Liability coverage, including protection against claims arising out of the activities of subcontractors in the same minimum amounts stated above.

5. If the project involves excavations, deep trenching, or blasting, endorsements to the policy should be obtained to cover these hazards.

6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

B. Builders Risk Policy

1. The builders risk policy shall be an all risk coverage policy.

2. The policy shall be in the name of the owner and prime contractor, jointly, "as their interests may appear."

3. On new construction or complete additions, the policy will be carried on a completed value basis.

4. On renovation projects, the policy will be covered by either an installation floater or a separate policy of sufficient dollar amount to fully cover the cost of the materials stored.

5. If it is your policy to pay for material not stored on the site, either a separate certificate of insurance must be issued or a rider must be added to the existing builders risk policy. The amount of coverage must be

sufficient to cover all materials stored off the site.

6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

C. Worker's Compensation Including Employee's Liability

1. Minimum limit on Employee's Liability to be $100,000 minimum limit for all employees working at one site.

2. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

D. Boiler Insurance

1. If a new boiler is started prior to acceptance of the installation by the owner, the contractor must carry boiler insurance until acceptance by the owner.

2. Minimum coverage for boiler insurance of bodily injury will be $1,000,000. For property damage the minimum coverage will also be $1,000,000.

3. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.

The Contractor 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 Contractor is an independent contractor and is not an employee of the State.

During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

	a) Comprehensive General Liability	$1,000,000
and		
	b) Medical/Professional Liability	$1,000,000/ $3,000,000
or	c) Misc. Errors and Omissions	$1,000,000/$3,000,000
or	d) Product Liability	$1,000,000/$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered. If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	$100,000/$300,000
f) Automotive Property Damage (to others)	$ 25,000

Not withstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.

The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as

detailed in the scope of work to be performed.

The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

19. LICENSES, FEES, PERMITS, TAXES, AND STATE LAWS

In the performance of this Contract the successful Bidder is required to comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations. The cost of permits, insurance, taxes, and other relevant costs required in the performance of the Contract shall be borne by the successful Bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The vendor shall furnish upon request any or all of the referenced items.

All bidders shall be properly licensed and authorized to transact business in the State of Delaware as provided for in Delaware Code Title 30, §2502 and in any and all Delaware Municipalities having jurisdiction to require such licensing within the geographic boundaries of the site(s) where the work is to be performed prior to the execution of any contract resulting from this bid. In the case of contracts in excess of $50,000.00 which are competitively bid, such person shall have initiated the license application procedure required by this subsection with the Division of Revenue prior to, or in conjunction with, the submission of a bid on a contract, or in the case of a subcontractor, prior to the submission of a bid by the general contractor. Proof of such license compliance shall be as determined by the School District(s) or their designee.

All bidders for public works projects shall insure that they have met all general contractor and/or subcontractor licensing requirements in accord with the requirement of Title 29 §6962 prior to submitting a bid.

NOTE: Contractors and subcontractors bonding and licensing requirements were amended by HB585 and as of January 1, 1987, require the following:

A. Bidders shall obtain and comply with the Delaware Department of Revenue's Technical Information Memorandum 88-10 dated December 29, 1986. This Technical Information Memorandum constitutes the Division of Revenue's Regulations with regard to contractor licensing and bonding requirements under the amended statutes. These Regulations are promulgated pursuant to 30 Del. C. §2103(b).

B. 30 Del. C. §375 Requirements:

1. Surety bonds in the amount of 6% of the contract or subcontract price are required for all non-resident contractors for contracts within the State of Delaware in which either:

(a) The single contract or subcontract totals $20,000 or more; or

(b) The contract or subcontract is a "cost-plus" contract whose estimated cost-and-profit totals $20,000 or more; or

(c) The aggregate of two or more contracts or subcontracts in a calendar year totals $20,000 or more.

2. The Division of Revenue will accept cash bonds, which may be paid by check, on contracts not exceeding $100,000.

3. The contractor's bond shall be filed before construction commences on any contract upon which a bond is required pursuant to 30 Del. C. §375, as outlined in Paragraph (a-c) above.

C. For licensing requirements, penalties, definitions, information filing, and other requirements, bidders shall refer to Technical Information memorandum 86-10 and to the referenced sections of the Delaware Code. For additional information call 1-800-292-7826.

20. WAGE SCALE - PREVAILING

When the schedule of prevailing wages is not attached, it is the responsibility of vendors to obtain it from the Delaware Department of Labor, 820 North French Street, Wilmington, DE 19801.

21. PATENTS, TRADEMARKS, AND COPYRIGHTS

The supplier shall hold free of any liability, the School District(s) and the officers and employees, of any costs or expenses

arising from patent, trademark or copyright infringement incurred by use of any item supplied or process used in performance of this Contract.

22. COVENANT AGAINST CONTINGENT FEES

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement of understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warrantee the School District(s) shall have the right to annul the Contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees.

23. TAXES - EXEMPT

Since the School District(s) is exempt, prices quoted shall not include Federal taxes or State of Local taxes. Tax Exemption number is 51-6000279.

24. TRADE DISCOUNTS

All prices offered must be lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless; (1) Specifically requested in that manner; (2) A copy of the referenced price list accompanies the bid.

25. COMMERCIAL WARRANTEE AND GUARANTEE CERTIFICATE

The supplier agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the supplier gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District(s) by any other clauses of the Contract. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

26. INTERPRETATION OF SPECIFICATIONS

Should any bidder be in doubt as to the intention and meaning of the specifications, he may make inquiry to the Office of the Supervisor of Central Bidding of the District(s). Questions received less than three working days before the opening of bids may not be considered. All questions in order to be considered must be submitted in writing.

27. EXAMINATION OF SITE AND OTHER CONDITIONS BEARING ON THIS WORK

Before submitting proposal, bidders shall fully inform themselves of the nature of the work by personal examination of the site, and by such means as they consider necessary, as to matters, conditions, or considerations bearing on or in any way affecting the preparation of their proposal. A bidder shall not at any time after the submission of his proposal claim that there is any misunderstanding in regard to the location, extent, or nature of the work to be performed. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper plans or specifications, and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce, to the satisfaction of the District(s), the required results at no expense to the District(s).

Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid shall not be sufficient cause to permit withdrawal of its bid nor secure relief on pleas of error after the contract is awarded.

28. BRAND NAMES AND APPROVED EQUAL

A. Where a particular manufacturer or several manufacturers, brands or models are referenced, it is to be interpreted as indicating the type or quality of material, and shall be interpreted to include an "approved equal". Bids may be considered on models or brands or products of manufacturers other than those specified if the items being substituted were approved by the designee of the District(s).

B. Where a manufacturer, brand, or model is referenced in the bid specifications, the absence of a reference to a different manufacturer, brand, or model in the bidder's proposal shall be interpreted as a bid on the manufacturer, brand, or model specified. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand they are offering, the Designee of the District(s) shall have the right to select any brand or model referenced.

Only one bid per item will be considered. If a vendor submits more than one bid on an item, none of the vendor's bids on that item will be considered.

C. The Board of Education of the District(s) shall be the sole judge as to whether or not items submitted meet specifications or whether or not items being bid are equal. Any attempt to "resell" or disqualify other supplies while the proposals are being analyzed may be reason for your bid to be disqualified. If additional information is required, contact the Central Bidding Department.

D. All items furnished under the Contract must be new and unused, latest models (unless otherwise specified) and free from all defects. The foregoing excepts exchange, normal "rebuilt" items, where specified.

29. SAMPLES AND DESCRIPTIVE LITERATURE

A. When requesting approval to bid models, brands or products of manufacturers other than those specified, such a request must be accompanied by catalog cuts and/or detailed specifications. The District(s) may also request bidders to submit samples for examination and appraisal.

B. Requested samples shall be submitted at no cost to the District(s) and may be required by the District(s) either prior to, at the time of the bid opening, or within ten calendar days following the request. Time of submission of samples shall be specified in the specifications. Samples shall be specified in the specifications. Samples not provided as requested, will be reason to reject the bid for that item. All such samples shall be identified as to the supplier, model number, bid item number and other information that may be required; these samples will be returned after evaluation. Suppliers shall have the responsibility of picking up their samples within two weeks after notification. Samples not removed after two weeks will automatically become the property of the District(s) at no charge.

30. RESPONSIBILITY FOR DAMAGE AND CARE OF SCHOOL PROPERTY

The Supplier in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by him, his subcontractors or employees, or other persons engaged in the performance of the Contract.

Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which he, or anyone working under his direction is responsible.

31. SUPPLIER CLEAN-UP

All debris resulting from the supplier's delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the District(s) Designee. The successful bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. District(s)-owned trash receptacles are not to be used by the vendor without prior approval.

32. STORAGE OF MATERIALS

Every effort shall be made by the successful bidder to schedule delivery of materials so that a minimum of storage space is required. The successful bidder shall not encumber the premises with his materials and shall store all materials in a place designated by the Board of Education or its representative. The District(s) will not be responsible for any damage to or theft of tools or materials used in this work.

33. UNPACKING AND ASSEMBLING

All work described in the specifications regarding unpacking, assembling, and placement of all movable furniture and/or equipment must be completed within five (5) days after furniture and/or equipment is received on the site unless prior approval is received.

Any bidder failing to unpack and assemble knockdown equipment and furniture will be charged (deduction will be made from billing) a fee to cover the District's cost of unpacking and assembling.

34. SERVICE

Each bidder may be required to submit a signed statement to the effect he can furnish service by factory trained personnel Monday to Friday during the hours of 8:00 a.m. - 4:00 p.m.

35. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications must be completed with reasonable promptness. The District(s) shall be the sole judge of what is "reasonably prompt" under the circumstances. If the successful bidder does not begin the work in a reasonable amount of time, it will be notified that if it fails to initiate the work promptly, the contract may be terminated and the District(s) will forthwith proceed to collect for nonperformance of the work.

36. ORDERING

All items or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by two authorized representatives of the District(s). This document must be in the hands of the successful bidder prior to any work commencing on the Contract.

37. DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING

A. All supplies, materials, equipment, goods, and services are to be delivered postpaid to the location or locations indicated on the Proposal Form, Specifications, or Purchase Order. No labor will be provided to help unload any product under Contract.

B. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until the goods are inspected. The District(s) shall have a reasonable opportunity to inspect. If, for example, goods are delivered on August 1, the District(s) may not have a reasonable opportunity to inspect such goods until September or October. In all events, shipping invoices or other documents sent with goods shall not be controlling with respect to the timing of inspection. The inspection and test by the District(s) of any supplies or lots thereof does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to Patent defects, fraud, or such gross mistakes as amount to fraud.

C. Any item to be supplied as a result of this Contract shall be subject to inspection and test by the Ordering Office, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.

D. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Ordering Office shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which have been rejected or required to be corrected shall be removed or, if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the District(s) either (1) may re-contract or otherwise, replace or correct such items and charge the supplier the cost occasioned the District(s) thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Failure to comply with Contract".

E. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items shall neither relieve the supplier from responsibility for such items as are not in accordance with the Contract requirements nor impose liability on the District(s) therefore.

F. Neither the School District(s) nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing, or mishandling.

G. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the Purchase Order/Contract number and item identification.

Failure to provide adequate identifying markings may result in refusal of the delivery.

H. Unless otherwise stated, all prices include delivery and placement within the ship-to-address in that area specified in the Contract or Purchase Order.

I. Collect shipments will not be accepted.

J. All shipments shall be F.O.B. point of destination as indicated in the Proposal or on the Purchase Order.

38. INVOICES

Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:

1. Purchase Order/Contract number.
2. Delivery destination as it appears on the Purchase Order.
3. Contract item number, quantity and description of item billed.
4. Unit price and extended price of each item.
5. Total amount of invoice.
6. Any prompt payment discount offered.

39. INDEMNIFICATION

By submitting a bid, all bidders agree that in the event they are awarded a contract, they will indemnify and otherwise hold harmless the District(s), its agents and employees from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with the contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the District(s), its agents and employees, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable to the District(s) or its employees or agents, to the extent that it shall be also determined that the acts, or failure to act are attributable, in whole or in part, to such bidders or its employees or agents.

40. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution by the Board(s) of this contract, the successful bidder hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Board(s) pursuant to this contract.

41. HAZARDOUS MATERIALS

As required in the Hazardous Chemical Information Act of June, 1984, all vendors supplying any materials that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to each School along with the shipping slips that includes those products.

42. CONTRACT DOCUMENTS

These General Instructions and any Special Instructions, Bid Specifications, Requests for Bid, Bid Proposal Form, Purchase Order, and Contract shall be a part of and constitute the contract entered into by the District(s) and any successful bidder. In the event there is any discrepancy between any of the foregoing contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Purchase Order, Bid Specifications, Special Instructions, General Instructions, Requests for Bid and Bid Proposal Form.

43. THE CONTRACT

This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

44. TRANSFER OF BIDS

The District named in this bid and the successful bidder may reach an agreement to make available to any agency or school district in the State the bid prices submitted for this contract. Where such an agreement exists, the District(s) named shall have access to purchase under the contract.

SPECIAL INSTRUCTIONS

NUTRITION SERVICES - FRESH PRODUCE
MILFORD, CAPE HENLOPEN, INDIAN RIVER, CAPITAL, CAESAR RODNEY, WOODBRIDGE, SEAFORD, DELMAR, LAUREL & LAKE FOREST SCHOOL DISTRICTS
BID # 5-15-39

BID DEPOSIT

The requirement for a bid deposit in the amount of 10% is hereby waived

PERFORMANCE BOND

The requirement for the successful vendor to supply a 100% performance bond is hereby waived.

CONTRACT PERIOD

This contract shall be for the 2015-2016 school year.

This contract may be extended for additional time periods upon the mutual agreement of all parties. Any increase in contract fees, if accepted as part of a contract renewal, shall not exceed the increase in the Consumer Price Index (CPI-W, US City Average) as reported by the U.S. Department of Labor for the latest available twelve month period at the time of contract renewal offer and acceptance.

NON-EXCLUSIVENESS

The Milford, Cape Henlopen, Indian River, Capital, Caesar Rodney, Woodbridge, Seaford, Delmar, Laurel and Lake Forest School Districts reserve the right to purchase produce from other sources in the event that the produce required is not available from the successful bidder or can be purchased at special lower rates from another source. Districts may purchase locally grown produce from regional farmers when available to support the Farm to School Initiative.

NON-PERFORMANCE

Failure upon the contractor to deliver quality produce as determined by the districts at a competitive price, both relative to the current market, on a timely basis shall be caused for termination of the contract upon written notification.

This contract may also be terminated, upon mutual agreement, in the event that the contractor has underestimated the scope of work related to quality, quantity, packaging, and providing proof of purchase price.

SPECIFICATIONS

NUTRITION SERVICES - FRESH PRODUCE
MILFORD, CAPE HENLOPEN, INDIAN RIVER, CAPITAL, CAESAR RODNEY, WOODBRIDGE, SEAFORD, DELMAR, LAUREL & LAKE FOREST SCHOOL DISTRICTS
BID # 5-15-39

BASIS OF AWARD

Each district will independently award a contract to the bidder who can best service the district, based on cost, product evaluation, experience, prior history and capacity to deliver. The Districts reserve the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be the most advantageous to the Districts.

OBJECTIVE

The school districts seek to establish a contract with a fresh produce provider who will use his/her expertise to purchase and deliver perishable fruits and vegetables to the schools listed herein on a weekly basis. The contractor will be expected to work closely with the child nutrition supervisors, operations managers, and school managers in order to provide the quality of product required by each school district.

PRICING

The price that is submitted at the time of bid opening must be representative of the availability and growing season of the product. Prices will be required to be held for the first 30 days of the contract unless the successful bidder is willing to reduce prices once the bid is awarded.

Weekly Price quotes are to be sent electronically to the Child Nutrition Office and managers of each location on Thursday or as agreed upon. Price quotes should include any featured produce that may have favorable pricing due to the season or the contractor's purchasing ability. The cost for produce should not exceed the Consumer Price Index cost for the Philadelphia region.

The Districts will be requiring vendors to submit the % over cost markup they will be charging for each item. The District will have the option to audit the vendors at any time and request copies of their market tickets to ensure they are receiving the best prices. If a vendor is found to be charging more than the quoted % markup, it can be deemed a reason for termination of contract. The Districts may require the vendors to submit market tickets along with the weekly price quotes. The Districts will be following the Philadelphia region market.

COST REIMBURSEMENT

Printed delivery tickets must be legible (typed) and on company letterhead and contain actual description of product, cost of product, and purchase date are to be left at the time of delivery, tickets which do not contain this information will not be accepted for payment. The cafeteria manager must check the produce in and sign the delivery receipt. All deliveries must follow each District's HACCP Plan or be rejected. Monthly invoices are to show totals for each school and a total for the district. The districts are requesting monthly velocity reports by school and by district of the quantity of produce purchased. Weekly and/or monthly billing statements and velocity reports are to be mailed to each District's Nutrition Services Department.

SPECIFICATIONS – NUTRITION SERVICES – FRESH PRODUCE - MILFORD, CAPE HENLOPEN, INDIAN RIVER, CAPITAL, CAESAR RODNEY, WOODBRIDGE, SEAFORD, DELMAR, LAUREL & LAKE FOREST SCHOOL DISTRICTS(CONTINUED)

QUALITY

The districts will rely on the contractor's expertise to secure quality produce at the best value at the best price. The quality level expected will be communicated to the contractor by the food service supervisors. The contractor must make every effort to deliver the agreed upon product. Any product that is delivered and does not meet expectation will be returned for credit and a replacement of product made within 24 hours.

ORDER PLACEMENT

Unless mutually agreed upon, orders will be placed by each school on Wednesday or Thursday. The Districts are set up to provide computer generated orders. It is requested that answering machines should not be used as a regular method of accepting orders and conducting business.

DELIVERIES

Typically, weekly deliveries are made on Mondays and Tuesdays. Delivery days may be flexible depending on location of the school and several large schools may need two deliveries per week, Depending on the successful bidder's capacity to delivery, the actual delivery scheduling will be with the Child Nutrition Supervisor. Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the school manager. Under no circumstances may a delivery be left outside the building. Deliveries must be received between 7:00 AM and 10:00 AM

The delivery person will be required to wait until the food service employee can account for and sign the delivery invoice; otherwise, the contractor will accept the employees count.

If, for any reason, the contractor can not supply produce as specified, and at the delivery date required, the contractor must notify the district food services department by noon on Friday for the next week's delivery. Items not received will be purchased on the open market. The contractor will be billed for the amount of money spent over the amount that would have been spent had the successful bidder supplied the item.

CREDIT

A credit or replacement will be issued for damaged or unacceptable produce. All such transactions are to be worked out with each school manager. Replacement of damaged or unacceptable produce will be made within 24 hours of original delivery.

QUANTITY

No quantities are guaranteed and are estimates. Each district's purchases are estimated at $100,000 annually.

DELIVERY LOCATIONS

Per the attached lists.

INFORMATION REQUESTED

Please include the following information with your bid:

Company Profile: Provide a profile of your company's experience along with information regarding the person(s) who will be responsible for purchasing the produce for the district.

Additionally, profile your markets and the percentages of produce that you obtain from each source.

Experience: Provide information regarding previous and current public school that you have serviced. Please provide a current reference list including telephone numbers and dates of service.

Capacity to Deliver: List your vehicle inventory of refrigerated and non-refrigerated trucks, and describe in terms of square footage any refrigerated and non-refrigerated warehouse space.

FOOD SAFETY PLAN

The bidder shall provide a letter stating that they follow a Food Safety Plan - HACCP including food safety education for employees, temperature control management and documentation for foods prepared for and delivered to schools, and procedures to handle complaints in the event of a foodborne illness.

LAWS TO BE OBSERVED

The vendor is responsible for knowing and shall strictly comply with all National, State or County Laws, and City or Town Ordinances and Regulations in any manner affecting the quality of food products, including standards set by the Federal Food and Drug Administration and The United States Department of Agriculture. The vendor shall indemnify and save harmless the State of Delaware, the Data Service Center, the individual School District and Boards of Education, and all officers, Agency, and servants that participate in this bid, thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself/herself or by their employees. The vendor shall provide a letter stating that they follow a Hazard Analysis and Critical Control Point (HACCP) program or good manufacturing practices.

SURCHARGES

No additional surcharges will be applied throughout the longevity of the contract.

Delivery Locations

LAUREL SCHOOL DISTRICT

Laurel Middle School
1133 South Central Avenue
Laurel, DE 19956

Dunbar Elementary School
1110 West Sixth Street
Laurel, DE 19956

North Laurel Elementary
600 Wilson Street
Laurel, DE 19956

CAPE HENLOPEN SCHOOL DISTRICT

Cape Henlopen High
1250 Kings Highway
Lewes, DE 19958

Mariner Middle
16391 Harbeson Road
Milton, DE 19968

Milton Elementary
512 Federal Street
Milton, DE 19968

Richard A Shields Elementary
910 Shields Avenue
Lewes, DE 19958

Beacon Middle
19483 John J. Williams Highway
Lewes, DE 19958

H.O. Brittingham Elementary
400 Mulberry Street
Milton, DE 19968

Rehoboth Elementary
500 Stockley Street
Rehoboth Beach, DE 19971

Lewes School
820 Savannah Road
Lewes, DE 19958

INDIAN RIVER SCHOOL DISTRICT

East Millsboro Elementary
29346 Iron Branch Road
Millsboro, DE 19966

John M. Clayton Elementary
252 Clayton Avenue
Frankford, DE 19945

Lord Baltimore Elementary
120 Atlantic Ave, P.O. Box 21
Ocean View, DE 19970

Phillip C. Showell Elementary
41 Bethany Road
Selbyville, DE 19975

Georgetown Elementary
301-A West Market Street
Georgetown, DE 19947

Long Neck Elementary
26064 School Lane
Millsboro, DE 19966

North Georgetown Elementary
664 North Bedford Street
Georgetown, DE 19947

Georgetown Middle
301 West Market Street
Georgetown, DE 19947

Millsboro Middle
302 East State Street
Millsboro, DE 19966

Southern Delaware School of the Arts
27 Hosier Street
Selbyville, DE 19975

Sussex Central High
26026 Patriots Way
Georgetown, DE 19947

G.W. Carver Educational Center
30207 Frankford School Road
Frankford, DE 19945

Selbyville Middle
80 Bethany Road
Selbyville, DE 19975

Indian River High
29772 Armory Road
Dagsboro, DE 19939

Howard T. Ennis
20346 Ennis Road
Georgetown, DE 19947

CAPITAL SCHOOL DISTRICT

Booker T Washington Elementary
901 Forest Street
Dover, DE 19904

Fairview Elementary
700 Walker Road
Dover, DE 19904

North Dover Elementary
855 State College Road
Dover, DE 19904

Towne Point Elementary
629 Buckson Drive
Dover, DE 19901

Central Middle
211 Delaware Avenue
Dover, DE 19901

Kent County Community School
65-1 Carver Road
Dover, DE 19904

East Dover Elementary
852 S Little Creek Road
Dover, DE 19901

Hartly Elementary
P.O. Box 25, 2617 Arthursville Road
Hartly, DE 19953

South Dover Elementary
955 South State Street
Dover, DE 19901

William Henry Middle
65 Carver Road
Dover, DE 19904

Dover High
1 Dover High Drive
Dover, DE 19904

Kent County Alternative Program
631 Ridgley Street, Suite 19
Dover, DE 19904

CAESAR RODNEY SCHOOL DISTRICT

Caesar Rodney High
239 Old North Road
Camden-Wyoming, DE 19934

John S. Charlton Elementary
278 Sorghum Mill Rd.
Camden, DE

W. B. Simpson Elementary
5 Old North Road
Camden-Wyoming, DE 19934

Nellie H. Stokes Elementary
3874 Upper King Road
Dover, DE 19904

Dover Air Base Middle
3100 Hawthorne Drive
Dover, DE 19901

W. Reily Brown Elementary
360 Webbs Lane
Dover, DE 19904

J. Ralph McIlvaine Early Childhood Ctr
11 East Walnut
Magnolia, DE 19962

Star Hill Elementary
594 Voshells Mill/Star Hill Road
Dover, DE 19901

Fred Fifer Middle
109 East Camden-Wyoming Avenue
Camden, DE 19934

F. Neil Postlethwait Middle
2841 South State Street
Camden, DE 19934

WOODBRIDGE SCHOOL DISTRICT

Woodbridge Early Childhood
P.O. Box G, Governors Ave
Greenwood, DE 19950

Woodbridge High
14712 Woodbridge Road
Greenwood, DE 19950

Phillis Wheatley Elementary
48 Church Street
Bridgeville, DE 19933

Woodbridge Middle
307 Laws Street
Bridgeville, DE 19933

SEAFORD SCHOOL DISTRICT

Blades Elementary
900 S Arch Street
Seaford, DE 19973

Central Elementary
1 Delaware Place
Seaford, DE 19973

Seaford Middle
500 Stein Highway
Seaford, DE 19973

Frederick Douglass Elementary
1 Swain Road
Seaford, DE 19973

West Seaford Elementary
511 Sussex Avenue
Seaford, DE 19973

Seaford High
399 N. Market Street Ext.
Seaford, DE 19973

DELMAR SCHOOL DISTRICT

Delmar Middle
200 North Eighth Street
Delmar, DE 19940

Delmar High
200 North Eighth Street
Delmar, DE 19940

LAKE FOREST SCHOOL DISTRICT

East Elementary
124 W Front Street
Frederica, DE 19946

North Elementary
319 East Main Street
Felton, DE 19943

South Elementary
301 Dorman Street
Harrington, DE 19952

Central Elementary
5424 Killens Pond Road
Felton, DE 19943

W.T. Chipman Middle
101 W Center Street
Harrington, DE 19952

Lake Forest High
5407 Killens Pond Road
Felton, DE 19943

MILFORD SCHOOL DISTRICT

Morris Early Childhood Center
8609 Third Street
Lincoln, DE 19960

Benjamin Banneker Elementary
449 North Street
Milford, DE 19963

Mispillion Elementary
311 Lovers Lane
Milford, DE 19963

Lulu M. Ross Elementary
310 Lovers Lane
Milford, DE 19963

Milford Middle
612 Lakeview Avenue
Milford, DE 19963

Milford High
1019 N. Walnut Street
Milford, DE 19963

Milford Central Academy
1021 N. Walnut Street
Milford, DE 19963

PROPOSAL FORM
NUTRITION SERVICES - FRESH PRODUCE
MILFORD, CAPE HENLOPEN, INDIAN RIVER, CAPITAL, CAESAR RODNEY, WOODBRIDGE, SEAFORD, DELMAR, LAUREL & LAKE FOREST SCHOOL DISTRICTS
BID # 5-15-39

The above costs are submitted in accordance with the General Instructions to Bidders and the Specifications. Any exceptions to these are to be listed below; otherwise, I agree to complete the contract as per the General Instructions and Specifications:

_____

_____

_____
NAME OF COMPANY SUBMITTING PROPOSAL

_____
ADDRESS

THE UNDERSIGNED BIDDER CERTIFIES THAT NEITHER HE NOR ANY REPRESENTATIVE OF HIS COMPANY HAS, EITHER DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL.

_____	_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME OF LOCAL REPRESENTATIVE (PRINT)
_____	_____
TELEPHONE NUMBER	E. I. NUMBER
_____	
FAX NUMBER	

BID OPENING: April 16, 2015 at 2:00 PM

BIDS NOT RECEIVED BY THIS TIME SHALL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.

Approx.Produce Usage
Proposal Page - BID#5-15-39

Item #			YTD Units	Total	Alt. Packaging	Unit Price	Total Price	Duration of Firm Price	% Over Cost Markup
1	Apples	Gala	113	432					
2	Apples	Gold	113	733					
3	Apples	Granny	113	228					
4	Apples	Red	125	2407					
5	Apples	Slices	2oz/100ct	2330					
6	Apple/Grape	Mix	2.3oz/100ct	414					
7	Bananas	Petite	150	1399					
8	Bananas	40 lb	1#	370					
9	Strawberries		8/1 lb	346					
10	Grape	Red	18 lb	264					
11	Grape	Green	18 lb	302					
12	Grape	Red	2.0oz/100ct	1304					
13	Kiwi		36ct	688					
14	Cantelope		12ct	50					
15	Honeydew		4ct	105					
16	Watermelon	Seedles	each	350					
17	Nectarines		64ct	220					
18	Tangerines		120ct	201					
19	Clementines		32ct	318					
20	Oranges		113ct	1997					
21	Oranges	Packaged	4.5oz/50ct	640					
22	Peaches		45/50	605					

Approx.Produce Usage
Proposal Page - BID#5-15-39

Item #			YTD Units	Total	Alt. Packaging	Unit Price	Total Price	Duration of Firm Price	% Over Cost Markup
23	Pears		120	674					
24	Pinapple		7ct	140					
25	Plums	Black	50/55ct	364					
26	Broccoli		14ct	72					
27	Cabbage	Green	head	144					
28	Carrot	Baby	20/1 lb	305					
29	Carrot	Mini Cello Slim	4/5lb	165					
30	Carrot	carroteenies	1.6oz/200ct	1318					
31	Cucumber	Select	each	9630					
32	Eggs	Loose	15dz	10					
33	Eggs	Carton	15dz	35					
34	Lettuce	Grn Leaf	24ct	135					
35	Lettuce	Romaine	24ct	20					
36	Romaine Heart		12/3ct	10					
37	Onions		25lb	110					
38	Peas	Sug Snap	10lb	150					
39	Peas	Snow	10lb	332					
40	Peppers	Green	each	1170					
41	Peppers	Red	each	345					
42	Potatoes	Idaho	90ct	455					
43	Potatoes	Yams	40#	240					
44	Spinach	Baby	4#	210					

Approx.Produce Usage
Proposal Page - BID#5-15-39

Item #			YTD Units	Total	Alt. Packaging	Unit Price	Total Price	Duration of Firm Price	% Over Cost Markup
45	Spinach	Cello	12/10oz	5265					
46	Tomato	6x6	25 lb	1049					
47	Tomato	Grape	12pts/cs	667					
48	Grapefruit		40/48ct	75					
49	Asparagus			110					
50	Corn	White Husked		150					
51	Jicama		5 lb sticks	105					
52	Lettuce	Gr Leaf Leaves		275					
	Pre Cut Veg			65					
53	Broccoli	Florets	4/3	540					
54	Carrot	Shredded	4/5	117					
55	Carrot/Cabb	Shredded	4/5	69					
56	Carrot	Sticks	2/5	445					
57	Califlower	Florets	2/3	265					
58	Celery	Sticks	2/5	499					
59	Celery	Diced	4/5	255					
60	Salad	Iceberg Mix	4/5	785					
61	Shredded	Lettuce	4/5	445					
62	Romaine	Chop	6/2	275					
63	Cabbage	Shred Red	4/5	50					
64	Onions	Sliced	4/5	350					
65	Onions	Diced	4/5	65					

Approx.Produce Usage
Proposal Page - BID#5-15-39

Item #			YTD Units	Total	Alt. Packaging	Unit Price	Total Price	Duration of Firm Price	% Over Cost Markup
66	Salad	w/Romaine	4/5	340					
67	Spring Mix		3lb	310					
68	Pinapple	Spears	50/2.7	1429					
69	Tomato	Diced	1/5	190					
70	Strawberries	Cups	48ct	522					
71	Broccoli	Cups	48ct	325					
72	Pineapple	Cups	48ct	300					
73	Cucumber	Cups	48ct	325					
74	Celery	Cups	48ct	300					
75	Tomato - Grape	Cups	48ct	300					
76	Watermelon	Cups	48ct	350					
77	Honeydew	Cups	48ct	437					
78	Cantelope	Cups	48ct	410					
79	Pepper - Green	Cups	48ct	320					
80	Blueberries	12/1 Pints		60					
81	Honeydew	100/2 oz		20					
82	Cauliflower	100/2 oz		40					
83	Broccoli	100/2 oz		20					
84	Raspberries	12/1 Pints		60					

TOTAL BID $_____