



Data Service Center

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

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March 28, 2016

RE: RFP Number: 5-16-52

RFP Title: Food Service – Prime Vendor Contract – All Delaware School District Nutrition Departments (19 Total)

Date/Time of RFP Opening: May 12, 2016 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

ALL NINETEEN DELAWARE 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 nineteen Delaware 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 its 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 be 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

Notwithstanding 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.

45. SUPPLIER DIVERSITY

In accordance with Executive Order 44 – the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorausage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar

year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

SPECIAL INSTRUCTIONS
Food Service Prime Vendor Contract
Delaware School District Child Nutrition Departments (19 total)
RFP#5-16-52

INVITATION TO BID

The Delaware School District Child Nutrition Departments (“Districts”) invites qualified vendors to submit bids for Food Requirements for a 12-month period according to the specifications contained in this Request for Proposal #5-16-52. Bid documents can be obtained from the State of Delaware Procurement Website www.bids.delaware.gov

Modifications, additions, or changes to the terms and conditions of this Request for Bids may be a cause for rejection of a bid. Vendors are requested to submit the bid on the official forms. Bids submitted on company forms may be rejected.

Included with the bid documents is a NON-COLLUSION AFFIDAVIT, **Appendix B**. This document must be returned with the bid.

The following schedule will be followed for the bid process:

Bid Schedule	Date	Time
Bid Becomes Available on www.bids.delaware.gov	April 11, 2016	8:00 AM
Pre-Bid Conference, Mandatory	April 26, 2016	10:00 AM
Bid Submission and Opening	May 12, 2016	2:00 PM
Bid Award	Within 90 days of Opening date	
Order Guide Information-Due to “Districts”	May 31, 2016	
Nutrition, Other Product Information- Due to “Districts”	July 1, 2016	

EXCLUSIVE RIGHTS

The “Districts” agree to use the designated vendor as source for the various items and services listed herein as well as pre-approved comparable substitutes and supplemental items. “Districts” each commit to the Market Basket of items with their estimated quantities. The only anticipated exceptions might be in time of emergency or if any item is distributed as bonus Donated Food by the USDA, in which case the distributor would be notified in writing.

The designated vendor reciprocally agrees to provide the total requirements as listed herein, thereby minimizing occurrences when a district may have to seek other interim product sources.

"Districts" reserve the right to exclude specific items from the contract when the "Districts" identify a product that the distributor is either unable to carry in inventory or cannot secure that product at a favorable price. "Districts" may also purchase items on the open market when service becomes an important factor i.e., daily or next day delivery.

SCOPE OF WORK

The awarded vendor will service all nineteen (19) Delaware School Districts, **Appendix E**, as the primary broad line food distributor. The "Districts" shall have access to all items carried in inventory, which must include a sufficient line of disposables, paper goods, and other small ware items needed to support a public school food service operation. The vendor and the "Districts" shall develop a partnership with the objective of combating rising costs while maintaining or improving quality. The vendor will be expected to act on behalf of the "Districts" to introduce new products and question an existing product's quality and price in pursuit of meeting this objective.

CONTRACT PERIOD

This contract shall be in effect from July 1, 2016 through June 30, 2017. This contract may be extended or renewed under the same terms and conditions upon the mutual agreement of all parties.

BID DEPOSIT

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

PERFORMANCE BOND

Vendor shall pay to Delaware Central Bidding Department, as the sponsoring entity, a Performance bond equal to one hundred percent of all revenues of the total submitted bid. Bidders shall be required to furnish a performance bond based on the 2016-2017 estimated contract with bid documents. **Vendors must use the enclosed State of Delaware Performance Bond form.**

The performance bond shall be for the initial contract period and shall be extended by the "Districts" for any subsequent renewal periods of the contract. The performance bond shall provide that the "Districts" and Delaware Central Bidding Department be notified, in writing, by the issuer a minimum of sixty (60) days prior to expiration or non-renewal.

In the event of expiration or non-renewal of the bond, the awarded vendor shall provide the "Districts" and Delaware Central Bidding Department written evidence of the new source of surety within twenty-one (21) calendar days after receipt of the expiration or non-renewal notice. Failure to maintain the required performance bond in force may be cause for contract termination.

BID CONTACTS AND RESPONSE INFORMATION

Information & questions pertaining to the RFP must be submitted to Emily L Ryan, eryan@dataservice.org If it becomes necessary to revise any part of this RFP, revisions in writing will be posted on the State of Delaware website www.bids.delaware.gov It is the responsibility of the vendor's to check for any addendums.

GENERAL BID NOTES

Please ensure that your bid complies with all requirements specified in this Request for Bids. Attention to all clauses of the bid requirements is advised.

MANDATORY PRE-BID MEETING

The pre-bid conference will be held on Tuesday, April 26, 2016, at 10:00 AM EST, at the Capital School District Administrative Office, 198 Commerce Way, Dover, DE 19904 (302) 672-1500. Attendance is mandatory for all prospective vendors.

Attendance at the Pre-Bid Meeting is mandatory.

Complete bid sheets and all other documents by printing neatly and legibly in pen or typing. Furnished electronic documents must also be completed by typing into the appropriate spaces. Enter your company's name in the space provided at the top of the Bid Sheet. DO NOT ALTER, DELETE OR CHANGE ANY BID SPECIFICATIONS OR CLAUSES WITHIN THE VARIOUS BID DOCUMENTS.

Indicate prices and extended total prices in all columns of the Market Basket Bid Sheet for every item you are bidding on. Bid prices per unit of measure specified in the specifications for each item. Failure to do so will result in your bid being improperly tabulated for the bid review.

All bidders must be STOCKING distributors. However, special order items will be allowed for quantities below a minimum of thirty (30) cases annually. Bidders must indicate and identify **ALL** items, which if awarded, would be special orders.

Indicate the manufacturer and/or brand or trade name of the product you are bidding on in the "manufacturer" column of the Bid Sheet. Items bid on without entries in this column shall be considered as being bids on the exact brand and product stated in the specifications for that item.

Any variation in your bid from the conditions and specifications as outlined in this Request for Bid must be clearly stated, with the variation from specifications noted. If requested, bidders shall supply samples for all alternates. Specifications for ALL variations must be explicitly noted on the Market Basket Vendor Bid Sheet. Note that submission of a sample does not by itself demonstrate compliance with these requirements. Awarded vendors are responsible for, and must rectify errors resulting from their selection of appropriate model and catalog numbers when bidding alternate or equivalent items (where allowed) to those specified in the Request for Bids.

Manufacturer's Brand is used to indicate the quality of product desired and to identify the product that is currently being purchased. The "Districts" prefer listed brand names based upon their collective experience, including the preference of the students. In most cases these brands were selected via controlled taste testing. The "Districts" will, however, consider approving equals for each item identified by brand name. Distributors must submit with their bid a detailed description of their "private labels" and an explanation as to how these compare with the marketplace of competitive labels.

BID AND CONTRACT INSTRUCTIONS

1. Submission of Bids

Bids including all required proposal and response documentation, **must** be submitted in two (2) formats, hardcopy and electronic submission on a flashdrive or similar and included with the hardcopy submissions. Electronic submissions shall follow the following format (PDF using furnished spreadsheets and word processing documents) & be mailed or hand delivered, along with the hard copy submissions, to the Data Service Center, 168 S Dupont Highway, New Castle, DE 19720 by the opening date and time. All bids will be publicly opened at 2:00PM EST on May 12, 2016.

NO EMAILED PROPOSALS/SUBMISSIONS WILL BE ACCEPTED.

Bid Response Documentation:

Bidders are required to submit the following documentation as part of their bid:

- Proposal Agreement (**Appendix A**)
- Non-Collusion Affidavit (**Appendix B**)
- Market Basket Vendor Bid Sheet SY 2016-17, electronic submission, submitted on a flashdrive or similar and included in hard copy submission (**Appendix C**)
 - **There are 3 Excel Worksheets in the file, please provide pricing on all 3 sheets.**
- Market Basket Vendor Bid Sheet SY 2016-17, 10 hard copies, (**Appendix C**)
 - **There are 3 Excel Worksheets in the file, please provide hard copies of all worksheets.**
- Information related to private label and alternate products as required in the bid document
- Any other required proposal and response documentation as required in the bid document

Bid Timeline:

Pre- Bid Meeting

April 26, 2016 at 10:00 AM EST at the Capital School District, 198 Commerce Way, Dover, DE 19904.
Phone Number (302) 672-1500

Bid Opening Date, time and location

May 12, 2016 at 2:00 pm EST at the Data Service Center, 168 S Dupont Highway, New Castle, DE 19720.
Phone number (302) 504-7200

2. Code of Conduct

Each "District" shall adhere to the Code of Conduct as set forth by the Local Education Authority, LEA, and incorporates federal requirements, state, and local standards. The written code of conduct establishes policies to avoid real or apparent conflicts of interests, acceptance of goods and favors, per Federal Procurement Requirements: 2 CFR 200.318 (c) (1).

3. Preparation of Bids.

NOTE: There are 3 worksheets in the Excel Document, please provide pricing on all 3-worksheets.

Columns "A through H" provide detail and information and can not be altered.

Bidders enter in column "**I – Unit Cost**" the vendor raw price per unit (pounds, case or equivalent) for each item. Enter in column "**J – Fixed Fee**" (the fixed fee markup will be the mark up for the year in that category) for each item. The Unit Cost and Fixed Fee will automatically total in column "**K - Total Unit Cost**". The form will automatically multiply the Total Unit Cost in column "**K**" by the total minimum usage in column "**H – Half Year Total**" for each line and enter the extension in the column "**L - Total Cost**". Column "**M – Cost per Individual Unit**" will automatically calculate to provide "Districts" with additional information. Product pricing shall be firm for the period noted on the Bid Sheet.

If the bidder wishes to offer an alternate brand/product or different pack size, different from what is shown, state the alternate information in "**N – Alternate Brand/Product**". Enter information about the sales pack in column "**O - Alternate Sales Pack size (NUMBER ONLY)**" enter in column "**P - Alternate Weight Size**". Enter in column "**Q – Unit Cost**" the vendor raw price per unit (pounds, case or equivalent) for each item. Enter in column "**R – Fixed Fee**" (the fixed fee markup will be the mark up for the year in that category) for each item. The Unit Cost and Fixed Fee will automatically total in column "**S - Total Unit Cost**". The form will automatically multiply the Total Unit Cost in column "**Q**" by the total minimum usage in column "**H – Half Year Total**" for each line and enter the extension in the column "**T - Total Cost**". Column "**U – Cost per Individual Unit**" will automatically calculate to provide "Districts" with additional information. Alternate product pricing shall be firm for the period noted on the Bid Sheet.

All Private Label bids and alternate bids to Manufacturer's Brand will require the submission of copies of the **product label, allergy information, and nutritional analysis**.

Any bid response that alters the documented specification must be indicated occur in the Alternate Bid columns, "N through U" on the spreadsheet. In addition, the changed specification shall be listed on a separate piece of paper and attached to the bid response packet.

Bidders must provide their stock code number in the specified column for all items quoted.

4. Quantities

It shall be understood by all parties that any contract established as a result of this invitation will not obligate the "District" participants to receive any quantity in excess of actual requirements. While the quantities shown are classified as estimates for bidding purposes, they do result from actual historic tabulation. "District" participants reserve the right to increase all quantities for the bid period specified, and the awarded vendors are obligated to honor such increase in quantities at the price bid.

5. Buy American Requirement

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a Buy American provision, Section 12(n) of the NSLA (42 USC 1760(n)) requiring a food authority, to the maximum extent possible purchase domestic commodities or products. A domestic

commodity is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For manufactured end products, there is a two-part test to define end product: (1) the article must be manufactured in the United States; and (2) the cost of the domestic components must exceed 50% of the cost of all components.

Exceptions to the "Buy American" requirement are allowed when:

- 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality
- 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product. All products bid must adhere to the regulations and all applicable federal, state, and local laws and regulations. Products must be in compliance with USDA School Nutrition Guidelines throughout the entire term of the contract.

6. Selection or Rejection of Bid

The intent of this bid is for the "Districts" to award this contract to the same, overall highest scoring qualified bidder. However, each School District is autonomous and its Board of Education may, where documented to be in its best interest, award the contract to another bidder. In such a case, the reason for the Board's award shall be set forth in the minutes of the Board's meeting. The "Districts" reserve the right to accept or reject any and all bids and to waive any of the requirements of the attached specifications.

The "Districts" shall award this contract to the highest scoring vendor who best meets the terms and conditions of the bid. The award will be made on the basis of:

- (1) price (25%)
- (2) product evaluation (15%)
- (3) prior history or service (20%)
- (4) capability to deliver the product within two business days (20%)
- (5) minimum number of items awarded (20%)

The "Districts" reserve the right to reject any or all bids, in whole or in part, to waive technicalities whenever it is deemed to be in the best interest of the "Districts". Failure to comply with bid requirements in previous awards is grounds for bid rejection.

7. Product Cutting

Bidders considered to be finalists for award may be required to supply selected alternate bid products for the purpose of making quality comparisons. Bidders invited to this "cutting" must be prepared to supply the requested products and enough personnel to prepare, serve, and describe each product. In addition to specific bid items, the "Districts" may request to "cut" a series of Private Labels brands in order to measure their quality.

8. Purchase of items Not Specified on the Bid

All bids shall contain a markup percentage for items not specified on the bid, and which may be purchased on an as needed basis by "District" participants. This markup percentage shall be documented on the bottom of the bid proposal item worksheet. All items purchased must meet the bid pricing criteria as stated above, see 2. Preparation of Bid.

9. Prices and Price Adjustment

The vendor warrants that the unit price stated herein shall remain firm for the duration of the 2016-2017 school year. The "Districts" recognize there may be circumstances where the vendor unit price might require a price increase. Such a request shall include at minimum:

- (1) the contract unit price may be increased upon approval of the vendor's written request to the "Districts" Bid Committee
- (2) the cause for the adjustment
- (3) proposed effective date (re: paragraph below)
- (4) the amount of the change requested with documentation to support the requested adjustment (i.e., hardship related to environmental conditions, etc.).

Such price adjustments shall be the same percentage as documented, the contract shall be modified accordingly provided:

- a) The total of the increase in a contract unit price made under this clause at the time of renewal shall NOT exceed a total of five percent (5%) of the original contract price.
- b) The increased contract unit price may be effective January 1, 2017 provided that the vendor submits a written request, with supporting documentation for an increase, no later than December 1, 2016.
- c) The increase contract unit price shall not apply to orders received by the vendor prior to the effective date of the increased contract price.
- d) Such requested contract unit price increase shall become effective only upon approval of the District's Supervisor of Child Nutrition.
- e) Within thirty (30) calendar days after receipt of a vendor's written request, the District Supervisor of Nutrition may cancel, without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation.
- f) In the event there is a decrease in the market price of any item(s) in the contract, either the vendor or the District's Supervisor of Child Nutrition may request a reduction in unit price. Such decreases should be submitted within the above stated time period and procedures.

10. Contract Award

If any bid is accepted, the contract shall consist of this Request for Proposal, including all sections and attachments, the awarded vendor's completed proposal and response documentation, and all other completed attachments, along with any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening. In the case of differing or contradictory contract language, the language providing the greatest benefit to the "Districts" and its participants shall take precedence. The "Districts" reserve the right to accept or reject any bid in whole or in part. The contract shall be interpreted, construed and given effect in all respects according to the laws of Delaware, without regard to conflicts of law principles. Any materials supplied by work performed under this Contract must be heard in Delaware.

11. Ordering and Order Guides

The vendor shall receive orders from each school or district office 24 hours in advance of delivery day. Total district orders shall **average \$500.00 per delivery**. Any items that are shorted or backordered by the suppliers are included in the \$500.00. These additional deliveries (backorder items) are not to be used in determining average order.

Each "District" shall receive a complete electronic order guide which will include distributor ID number and the product ID number for all flavors and varieties of items within **30-days after bid award**. "Districts" will coordinate with the awarded vendor representative installation of on-line order software, user criteria, and provide staff training.

12. Delivery Time and Location

- a. All prices quoted are to be FOB destination. All charges for transportation shall be the responsibility of the vendor. The prices quoted shall be for all schools in the "Districts" list. There shall be no minimum requirements over **\$500.00 per delivery**.
- b. Delivery will be to the kitchen area at each school. Appendix E provides a full listing of billing addresses, phone numbers, contacts and the number of deliveries per week.
- c. Each District will have the option for weekly or bi-weekly deliveries for each of their schools. All deliveries must be made between the hours of 6:00 am and 11:00 am. Deliveries shall be made on a regular basis to each school district, except on school holidays and closing days (due to inclement weather) at which time alternate delivery days shall be mutually agreed upon.
- d. Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen) at each school. Drivers and helpers must receive an authorized school receiver's signature. The authorized school receiver will verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Variations from the norm, i.e. shortages, damages, etc. shall be noted on each ticket by the authorized school receiver and initialed by both the truck driver and authorized school receiver.
- e. Delivery routes will be mutually agreed upon by the awarded vendor and each Supervisor of the Child Nutrition Department, and submitted prior to the beginning of the school year.
- f. Late deliveries will not be tolerated. Any expenses for overtime pay in order to receive a late delivery shall be the responsibility of the vendor. Districts shall be reimbursed for these expenses via deduction from an open invoice. Any damages that occur due to deliveries will be paid by the awarded vendor.
- g. The vendor agrees to repair any damage to school district buildings and/or premises, caused in the delivery of equipment, materials, supplies, and/or services and further agrees to remove any and all dirt and debris resulting from delivery damage.

13. Vendor Communication

A dedicated sales representative and a competent inside customer service person shall be assigned to each "District."

A specified item delivered on time is the most important role of the distributor to the "Districts". If specified items would be unavailable, the awarded vendor shall initiate timely communication with the "District" Supervisor or their designee, to ensure that a suitable substitute will be delivered on time. It is unacceptable to short an item unless the "District" Supervisor or their designee has approved the short prior to delivery.

The distributor is expected to make all reasonable efforts to ensure that the specified items required for production, in the quantity required, will be available for order for just in time delivery. With sufficient communication between the distributor and the Supervisor of the Child Nutrition Department, the mutual goal of a successful partnership should be met. If the "Districts" feel at any time that the distributor or representatives are insufficiently meeting its standards for seamless and efficient procurement, the "Districts" reserve the right to require their accounts be serviced by a different representative of the distributor.

14. Items Substitutions/Shortages

If the awarded vendor is temporarily out of stock of a particular item, the individual District participant may, but shall not be obligated to, approve the delivery of an equal or superior product at an equal or lower price. Substitutions should exist only in "emergency" situations. Substitutions can be made only upon prior approval of the individual District participant. **Notification to "Districts" must be made no later than 12 pm the day prior to delivery.** Only items of equal or greater quality will be considered. Should a prior approved substitution be made it shall be clearly noted on the invoice with a price equal to or less than the product listed.

Specific brands may not be bid and then discontinued during the bid period without written notification that includes an acceptable explanation. In the event of significant price escalation, the designated vendor shall be prepared to offer substitutions at equal or lower cost. Repeated instances of default may result in the removal of the awarded vendor from future bidding.

15. Invoicing/Payments

Two (2) copies of itemized delivery slips shall be left at each school at the time of delivery. The invoices must be broken down by category as agreed upon by the "Districts" and the vendor. A summary invoice with pricing in effect, as of the date of requested delivery for each school, shall be submitted monthly to the "Districts" Office not later than five (5) days after the close of each calendar month.

Supplier shall accept telephone charges from the Child Nutrition Department Office, when such call pertains to invoicing, ordering or any other business concerns. Successful vendor will supply total monthly breakdown, by item, of District usage within 30 days of billing. Vendor may indicate prompt payment discount.

All Districts will pay invoices within thirty (30) days of receiving the billing statement.

A credit memo must be provided for any product found to be shorted on the delivery, out of condition, or improperly substituted. The credit memo shall be provided at the time of delivery by the driver. Adjustments to invoices will be made by the "Districts" based on the actual delivery of items. It is the responsibility of the awarded vendor to make invoice adjustments within their accounts receivable department.

Monthly meetings with representative(s) of the awarded vendor and the District, to review any and all aspects of the contract, shall be scheduled at the convenience of the School District.

16. Audits

If requested by the individual Districts, the awarded vendor shall submit statements for individual District participant. Each statement shall include a summary of invoices and credits for the specified period for the requesting District participant. Statements may be submitted more often than monthly,

but only upon the mutual agreement of both parties. An established procedure shall be designated for any necessary credits. A full review may be undertaken when circumstances are questionable.

Audits may be made of a supplier's costs price record as follows:

- A. Audits may be required at the end of the contract period.
- B. Audits may also be made mid-term of the contract.
- C. Audits may be made at the discretion of District officials at any time monthly or if price reviews indicate that a problem might exist.
- D. The vendor will have a minimum of seven (7) days to provide documentation for audits.
- E. Audits shall be made of the following:
 - i. Questionable price increases
 - ii. Selected items showing price increases
 - iii. Selected items showing no price changes
 - iv. Substitution of cheaper brands or grades
 - v. USDA Donated Food, Net off Invoice (NOI)

17. Rebates and Coupons

The awarded vendor will coordinate rebate opportunities with brokers and manufacturers to assist the "Districts" to receive rebate information, and provide documentation for rebate opportunities through the life of the contract. Invoices shall reflect promotion allowances, i.e., one free with purchase of 10, or quote allowances, the benefits of which shall accrue to the Districts. Volume rebates and target allowances must be passed on to the "Districts" for the overall benefit of the "Districts." The awarded vendor shall provide quantity reports, on request, to assist the "Districts" in the rebate process.

18. Discounts

Bidder shall indicate at the time of bidding if any discounts apply for 10-day payment. Consideration for further discounts shall be given to those participants with one-drop deliveries. Bidder shall specify the amount of this discount within the bid.

19. Nutrition, CN Labels and Allergy Information

Subsequent to the awarding of the contract, the successful bidder is required to provide the following for each item listed on the bid by July 1, 2016. Electronic copies of essential information include:

- i. Link to manufacturer analysis websites
- ii. Child Nutrition (CN) meal pattern contribution, signed copy of CN Label Documentation, if applicable
- iii. Nutrition information and ingredient statements
- iv. Whole grain product nutritional information containing weight of whole grain in grams
- v. Food allergy ingredients

20. Safety Data Sheets

Safety Data Sheets required by the U.S. Department of Labor, Occupational Safety & Health Administration shall be supplied in the bid packet for all items bid, where applicable, and shall also be provided with each individual shipment of goods.

21. Non-Performance

In the event the vendor fails to perform under the conditions of this contract, the "Districts" reserve the right to purchase the product or products on the open market and change the vendor or deduct from any moneys owed the vendor the difference between the bid price and the purchase price. No such actions will be taken without first notifying the vendor in writing, and providing reasonable time,

defined as 3 business days, for the vendor to respond. Failure to respond or supply products as bid may be cause for termination of the contract.

22. Termination

The awarded contract(s) may be terminated at any time, in whole or in part, on 30 days' written notice, upon the mutual agreement of both parties or upon the discretion of the Delaware Central Bidding Department, in a shorter period of time, if the terms of the contract are violated.

23. Vendor Qualifications

Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of the "Districts" to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:

a. Product Line

It must be clearly evident to the "Districts" that a bidder is capable of prompt delivery of all items on the list to be awarded to the bidder.

b. Bidders Evidence of Responsibility

A bidder may be required to furnish evidence in writing that the bidder (a) maintains a permanent place of business, (b) has adequate equipment, finances and personnel to furnish satisfactory and expeditiously the items bid, and (c) is an authorized dealer which is authorized to provide all necessary services and warranties for the items bid.

c. Accounting Practices

Bidder must clearly demonstrate to the "Districts" the bidder's capability to provide accurate, reliable and timely reports, in terms of invoices, statements, credits, and utilization reports to the "Districts" and the participants.

d. Facilities and Equipment

Bidders must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be applied, as recommended and as may be amended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accordance with the Association of Food and Drug Officials (AFDOS) Code as recommended by the United States Food and Drug Administration. The "Districts" shall have the right, but not the obligation, to monitor all processes and controls in accordance with, and as required by, current Hazard Analysis and Critical Control Points (HACCP) regulations.

e. Sanitation Requirements

The "Districts" may, but shall not be obligated to, inspect bidder facilities prior to bid award, and the awarded vendor's facilities on a routine basis. Facilities and operating practices must be in compliance with the United States Food, Drug, and Cosmetic Act, as may be amended, and all applicable federal, state and local laws and regulations.

f. Computer Options Capability

Bidders must have adequate computer options capabilities. Bidder is to describe computer options available to "District" participants, i.e. on-line ordering and any applicable costs for use of computer systems.

g. Food Defense Plan

If you have a food defense plan or are in the process of developing a food defense plan, we ask that you provide details. This will assist the "Districts" in planning for emergency food situations.

21. Standard Contract Conditions

- a. The contract shall be governed in all respects as to validity, the construction, capacity, performance, or otherwise by the laws of the Delaware. Exclusive venue and jurisdiction for resolution of any disputes shall be by non-jury trial Delaware.
- b. Awarded Vendor providing services under a contract herewith assure the "Districts" participants that they conform to the provisions of the Civil Rights Act of 1964, as amended.
- c. Tax Certificate of Exemption form will be issued upon request.
- d. Deliveries under the contract must be free of excise or transportation taxes, except when such a tax is part of the bid price and participants are not exempt from such levies.
- e. The awarded vendor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with awarded vendor's performance of work under the contract, awarded vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap. Additionally, all applicable federal, state and local laws and regulations shall be deemed to be part of the contract and specifications, and the awarded vendor shall be responsible for compliance therewith.
- f. The awarded vendor agrees to retain all books, records and other documents relative to the contract for three (3) years after final payment. Delaware Central Bidding Department, their authorized agents, and/or State auditors, and "Districts" participants, their authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- g. Product Protection Guarantees. School districts have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Awarded vendors are expected to take immediate action to correct any situation in which product integrity is violated.
- h. Coupons. The awarded vendor(s) shall ensure all applicable coupons and rebate opportunities are made available to "District" participants during the course of the contract term.
- i. 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.
- j. Vendors are encouraged to submit pricing and offerings that have been awarded through Cooperative Awards that meet or exceed the needs of this solicitation provided that they were awarded consistent with 29 Del. C., §6933

24. Definition of Cost Price

Awarded Vendor's invoice shall reflect promotion allowances, i.e., one free with purchase of 10, or quote allowances, the benefits of which shall accrue to the participant. Volume rebates and target allowances must be passed on to the participant. A vendor is qualified on the basis that he is a volume buyer. Thus, on a cost plus contract the participant is entitled to receive volume purchasing benefits. Cost prices shall be based on "delivered to distributor warehouses." Cost shall be based on the "latest invoice" either prior to merchandise being delivered to the participant, or in stock, as the case may be, in (30) thirty-day firm price requirement.

Where "Net Off Invoice" (NOI) is available for an awarded item and the participant participates in NOI with the awarded vendor, NOI will be deducted from the awarded bid price.

25. Definition of Fixed Fees

The fixed fee must be expressed in dollars and cents that remain constant regardless of current cost. Bids expressing the fixed fee in terms of a constant percentage applied to current cost will be deemed non-responsive.

Fixed fees for items listed on the bid form apply to any subsequent replacements. Fixed fees shall be the same for similar products within a manufacturer's product line. For example, the fee for a case of Kellogg's cereal, bowl pack, should be the same for all their bowl pack brands, whether or not the item is listed on the bid form. Additionally, new items that are introduced to the contract shall bear a fixed fee that represents a similar product. This fixed fee for a new item shall be presented to the "Districts" for approval prior to invoicing and is subject to mutual agreement by all parties. Failure to reach agreement regarding the fixed fee shall be cause to eliminate the item from the contract. Fixed fees for any "split cases" shall also be subjected to the same approval procedure as for a "new item".

26. Assignment

The awarded vendor shall not assign the performance of the contract nor any portion thereof to any other person without written consent from the "Districts" and the Central Bidding Department.

BID QUALIFICATIONS

The following information must be provided with your bid.

1. Proposal Agreement (**Appendix A**).
2. Non-Collusion Affidavit (**Appendix B**).
3. Market Basket Vendor Bid Sheet SY 2016-17, electronic submission submitted on a flashdrive or similar and included in hard copy submission (**Appendix C**)
 - **There are 3 Excel Worksheets in the file, please provide pricing on all 3 sheets.**
4. Market Basket Vendor Bid Sheet SY 2016-17, 10 hard copies, (**Appendix C**)
 - **There are 3 Excel Worksheets in the file, please provide hard copies of all worksheets.**
5. Information related to private label and alternate products as required in the bid document.
6. Any other required proposal and response documentation as required in the bid document.
7. Access to a complete listing of all products carried in current inventory.
8. Describe how the account(s) will be serviced with inside and outside representation.
9. Describe on-line capabilities, ordering/inventory control support systems and software support.
10. Provide samples of invoice billing, rebate tracking, monthly pricing schedules, purchase by account and by location (monthly and accumulatively).
11. Identify if there is a prompt payment discount (percentage off for prompt payment).
12. Distribution and Facilities including fleet description (number in a fleet, etc.); Delivery range; routing system; warehouse capacity; Sanitation and HACCP compliance; number of employees; receiving procedures; current dollar inventory.
13. Copies of product labels and nutritional analysis for each Private Label bid and alternate bids to Manufacturer's Brands. The successful bidder must provide Districts access to a web-based data base which would provide this information.

**APPENDIX A
PROPOSAL AGREEMENT
RFP #5-16-52**

This form must be provided with the bid documents.

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 and ADDRESS OF COMPANY SUBMITTING PROPOSAL

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 Representative

Representative Title

Printed Name of Representative

() _____ () _____
Phone # Fax #

Federal EIN

Date

RFP OPENING: May 12, 2016 at 2:00 PM

**BIDS NOT RECEIVED BY THIS TIME SHALL NOT BE CONSIDERED.
NO EXCEPTIONS WILL BE MADE.** *Note: Only the names of the bidders will be disclosed at the public opening.*

APPENDIX B

NON-COLLUSION AFFIDAVIT

Food Service Prime Vendor Contract
Delaware School District Child Nutrition Departments (19 total)
RFP #5-16-52

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor 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 submitted this date to the Data Service Center.

All the terms and conditions of RFP#5-16-52 have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____ . NOTARY PUBLIC _____ .

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

APPENDIX C

There are 3 files for the Market Basket Vendor Bid Sheet SY 2016-17

- A. Market Basket**
- B. Spices**
- C. Chicken Products**

Please provide pricing on all 3 Excel Workbook sheets.

APPENDIX D
Addendum Acknowledgement Form

Please send updated information for Child Nutrition – Prime Vendor – RFP #5-16-52 to the following:

Contact Information

Name _____

Company _____

Address _____

Email _____

You must provide this information at the Pre-Bid Meeting.

All State of Delaware School Districts (19 total)
RFP #5-16-52

100% PERFORMANCE BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

Name of Surety (Seal)

_____ (Seal)

Title

DELAWARE SCHOOL DISTRICTS

School District	# of Delivery Locations	SCHOOL	ADDRESS	1/week delivery	2/week delivery	Occasional 2x/week delivery
Appoquinimink SD Janice Vander Decker janice.vanderdecker@appo.k12.de.us	12	Bunker Hill Elementary	1070 Bunker Hill Rd., Middletown, DE 19709	X		
		Appoquinimink High School	1080 Bunker Hill Road, Middletown, DE 19709	X		
		Middletown High School	120 Silver Lake Road, Middletown, DE 19709		X	
		Alfred G. Waters Middle	1235 Cedar Lane Road, Middletown, DE 19709		X	
		Cedar Lane Elementary	1259 Cedar Lane Road, Middletown, DE 19709-1259		X	
		Townsend Elementary	126 Main Street, P.O. Box 369, Townsend, DE 19734		X	
		•Olive B. Loss Elementary	200 Brennan Boulevard, Bear, DE 19701		X	
		Silver Lake Elementary	200 E. Cochran Street, Middletown, DE 19709		X	
		Louis L. Redding Middle	201 New Street, Middletown, DE 19709		X	
		Brick Mill Elementary	378 Brick Mill Rd., Middletown, DE 19709		X	
		Everett Meredith Middle	504 Broad Street, Middletown, DE 19709		X	
		Old State Elementary	580 Tony Marchio Drive, Townsend, DE 19734		X	
Brandywine SD Pam Gouge pam.gouge@bsd.k12.de.us	15	Brandywine High School	1400 Foulk Road, Wilmington, DE 19803	X		
		Bush Early Learning Center	2523 Berwyn Road, Wilmington, DE 19810	X		
		Carrcroft Elementary School	503 Crest Road, Wilmington, DE 19803	X		
		Claymont Elementary School	3401 Green Street, Claymont, DE 19703		X	
		Concord High School	2501 Ebright Road, Wilmington, DE 19810	X		
		Forwood Elementary School	1900 Westminster Drive, Wilmington, DE 19810	X		
		Hanby Elementary School	2523 Berwyn Road, Wilmington, DE 19810	X		
		Harlan Elementary School	3601 Jefferson Street, Wilmington, DE 19802	X		
		Lancashire Elementary School	2000 Naamans Road, Wilmington, DE 19810	X		
		Lombardy Elementary School	412 Foulk Road, Wilmington, DE 19803	X		
		Mt. Pleasant Elementary School	500 Duncan Road, Wilmington, DE 19809	X		
		Mt. Pleasant High School	5201 Washington St. Extension, Wilmington, DE 19809	X		
		P.S. duPont Middle School	801 W. 34th Street, Wilmington, DE 19802		X	
		Springer Middle School	2220 Shipley Road, Wilmington, DE 19803	X		
		Talley Middle School	1110 Cypress Road, Wilmington, DE 19810	X		

DELAWARE SCHOOL DISTRICTS

School District	# of Delivery Locations	SCHOOL	ADDRESS	1/week delivery	2/week delivery	Occasional 2x/week delivery
Christina SD	27	Marshall Elementary	101 Barrett Run Road, Newark, DE 19702		x	
Ms. Andrea Solge solgea@christina.k12.de.us		Leasure Elementary	1015 Church Road, Newark, DE 19702	x		
		Stubbs Elementary	1100 North Pine Street, Wilmington, DE 19801	x		
		Elbert-Palmer Elementary	1210 Lobdell Street, Wilmington, DE 19801	x		
		Pulaski Elementary	1300 Cedar Street, Wilmington, DE 19805	x		
		Wilson Elementary	14 Forge Road, Newark, DE 19711	x		
		KIRK MIDDLE SCHOOL	140 Brennen Drive, Newark, DE 19713		x	
		Smith Elementary	142 Brennen Drive, Newark, DE 19713	x		
		SHUE-MEDILL MIDDLE SCHOOL	1500 Capitol Trail, Newark, DE 19711		x	
		CHRISTIANA HIGH SCHOOL	190 Salem Church Road, Newark, DE 19713		x	
		GLASGOW HIGH SCHOOL	1901 S. College Avenue, Newark, DE 19702		x	
		West Park Place Elementary	193 West Park Place, Newark, DE 19711	x		
		Keene Elementary	200 LaGrange Avenue, Newark, DE 19702	x		
		BAYARD MIDDLE SCHOOL	200 S DuPont Street, Wilmington, DE 19805		x	
		Downes Elementary	220 Casho Mill Road, Newark, DE 19711	x		
		Maclary Elementary	300 St. Regis Drive, Newark, DE 19711	x		
		Jones Elementary	35 West Main Street, Christiana, DE 19702	x		
		Brader Elementary	350 Four Seasons Parkway, Newark, DE 19702	x		
		GAUGER-COBBS MIDDLE SCHOOL	50 Gender Road, Newark, DE 19713		x	
		Oberle Elementary	500 Caledonia Way, Bear, DE 19701	x		
		Sarah Pyle Academy for Academic Intensif	501 N. Lombard Street, Wilmington, DE 19801	x		
		DE School for the Deaf	630 E. Chestnut Hill Road, Newark, DE 19713	x		
		Bancroft Elementary	700 N. Lombard Street, Wilmington, DE 19801		x	
		NEWARK HIGH SCHOOL	750 E. Delaware Avenue, Newark, DE 19711		x	
		Brookside Elementary	800 Marrows Road, Newark, DE 19713	x		
		Gallaher Elementary	800 N. Brownleaf Road, Newark, DE 19713	x		
		McVey Elementary	908 Janice Drive, Newark, DE 19713	x		

DELAWARE SCHOOL DISTRICTS

School District	# of Delivery Locations	SCHOOL	ADDRESS	1/week delivery	2/week delivery	Occasion al 2x/week delivery
Colonial SD	13	The Colwyck Center	12 Landers Lane, New Castle DE 19720		X	
A. Paula Angelucci, MA apaula.angelucci@colonial.k12.de.us		Downie (Carrie) Elementary School	1201 Delaware Street, New Castle DE 19720		X	
		Pleasantville Elementary School	16 Pleasant Street, New Castle DE 19720		X	
		McCullough (Calvin R.) Middle School	20 Chase Avenue, New Castle DE 19720		X	
		Wilmington Manor Elementary School	200 East Roosevelt Avenue, New Castle DE 19720		X	
		Eisenberg (Harry O.) Elementary School	27 Landers Lane, New Castle DE 19720		X	
		Read (George) Middle School	314 East Basin Road, New Castle DE 19720		X	
		Wilbur (Kathleen H.) Elementary	4050 Wrangle Hill Road, Bear DE 19701		X	
		Castle Hills Elementary School	502 Moores Lane, New Castle DE 19720		X	
		Penn (William) High School	713 East Basin Road, New Castle DE 19720		X	
		Southern Elementary School	795 Cox Neck Road, New Castle DE 19720		X	
		Bedford (Gunning) Middle School	801 Cox Neck Road, New Castle DE 19720		X	
		New Castle Elementary School	903 Delaware Street, New Castle DE 19720		X	
New Castle Votech	4	Delcastle Technical High School	1417 Newport Road, Wilmington, DE 19804		X	
Nicholas Mottola		Hodgson Vocational Technical High School	2575 Glasgow Ave., Newark, DE 19702	X		
Nicholas.mottola@nccvt.k12.de.us		Howard High School of Technology	401 E. 12th Street, Wilmington, DE 19801	X		
		St. Georges Technical High School	555 Hyetts Corner Road, Middletown, Delaware 19709	X		

DELAWARE SCHOOL DISTRICTS

School District	# of Delivery Locations	SCHOOL	ADDRESS	1/week delivery	2/week delivery	Occasion at 2x/week delivery
Red Clay	25	Richey	10 E. Highlands Ave., Wilmington, DE 19804	x		
Jessica Terranova RD, LDN		Wilmington Campus	100 N. Dupont Rd., Wilmington, DE 19807		x	
Jessica.Terranova@redclay.k12.de.us		North Star	1340 Little Baltimore Rd., Hockessin, DE 19707		x	
		Baltz*	1500 Spruce Ave., Wilmington, DE 19805	x		
		Richardson Park	16 Idella Ave, Wilmington, DE 19804	x		
		Stanton*	1800 Limestone Rd., Wilmington, DE 19804			x
		Dickinson	1801 Milltown Rd., Wilmington, DE 19808		x	
		Conrad	201 Jackson Ave., Wilmington, DE 19804		x	
		Shortlidge	201 W. 18th St., Wilmington, DE 19802			x
		Cooke	2025 Graves Road, Hockessin, DE 19707	x		
		Highlands	2100 Gilpin Ave., Wilmington, DE 19806	x		
		Marbrook	2101 Centerville Rd., Wilmington, DE 19808			x
		Mote	2110 Edwards Ave., Wilmington, DE 19808	x		
		Heritage	2815 Highlands Lane, Wilmington, DE 19808			x
		Skyline	2900 Skyline Dr., Wilmington, DE 19808			x
		Brandywine Springs	2916 Duncan Rd., Wilmington, DE 19808			x
		McKean	301 McKennans Church Rd., Wilmington, DE 19808			x
		A. I. Middle	3130 Kennett Pike, Wilmington, DE 19807	x		
		Linden Hill	3415 Skyline Dr., Wilmington, DE 19808	x		
		A. I. High	50 Hillside Rd., Wilmington, DE 19807		x	
		Forest Oak	55 S. Meadowood Dr., Newark, DE 19711	x		
		Meadowood	55-A S. Meadowood Dr., Newark, DE 19711	x		
		H.B. duPont	735 Meetinghouse Rd., Hockessin, DE 19707	x		
		Warner*	801 W. 18th St., Wilmington, DE 19802			x
		Lewis	920 N. Van Buren St., Wilmington, DE 19806	x		
Caesar Rodney	10	Fred Fifer Middle School	109 East Camden-Wyoming Avenue, Camden DE 19934		x	
Paul R. Rodgers, MS, SNS		McIlvaine Early Childhood Center (ECC)	11 East Walnut, Magnolia DE 19962		x	
paul.rodgers@cr.k12.de.us		Allen Frear Elementary	238 Sorghum Mill Road Dover, DE 19934		x	
		Caesar Rodney High School	239 Old North Road, Camden-Wyoming DE 19934		x	
		Positethwait Middle School	2841 South State Street, Camden DE 19934		x	
		Dover Air Base Middle	3100 Hawthorne Drive, Dover DE 19901		x	
		Brown Elementary School	360 Webbs Lane, Dover DE 19904		x	
		Neillie H. Stokes Elementary School	3874 Upper King Road, Dover DE 19904		x	
		Simpson Elementary School	5 Old North Road, Camden-Wyoming DE 19934		x	
		Star Hill Elementary School	594 Voshells Mill/Star Hill Road, Dover DE 19901		x	

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School District	# of Delivery Locations	SCHOOL	ADDRESS	1/week delivery	2/week delivery	Occasion at 2x/week delivery
Capital	10	Central Middle School	211 Delaware Avenue, Dover DE 19901		X	
James Trower		Towne Point Elementary	629 Buckson Drive, Dover DE 19901	X		
James.Trower@capital.k12.de.us		Fairview Elementary	700 Walker Road, Dover DE 19904	X		
		East Dover Elementary	852 South Little Creek Road, Dover DE 19901	X		
		North Dover Elementary	855 College Road, Dover DE 19904	X		
		Booker T. Washington	901 Forest Street Dover, DE 19904	X		
		South Dover Elementary	955 South State Street, Dover DE 19901	X		
		William Henry Middle School	Carver Road, Dover DE 19904		X	
		Dover High School	One Dover High Drive, Dover DE 19904		X	
		Hartly Elementary	PO Box 25, 2617 Arthursville Road, Hartly DE 19953	X		
Lake Forest	6	Chipman (W.T.) Middle School	101 West Center Street, Harrington DE 19952	X		
Donald Jumper		Lake Forest East Elementary School	124 West Front Street, Frederica DE 19946	X		
DRJUMPER@LF.K12.DE.US		Lake Forest South Elementary School	301 Dorman Street, Harrington DE 19952	X		
		Lake Forest North Elementary School	319 East Main Street, Felton DE 19943	X		
		Lake Forest High School	5407 Killens Pond Road, Felton DE 19943	X		
		Lake Forest Central Elementary School	5424 Killens Pond Road, Felton DE 19943	X		
Milford	6	Milford Senior High School	1019 North Walnut Street, Milford DE 19963	X		
Sharon Forrest		Milford Central Academy	1021 N Walnut Street, Milford DE 19963	X		
Sforrest@msd.k12.de.us		Ross (Lulu M.) Elementary School	310 Lovers Lane, Milford DE 19963	X		
		Mispillion Elementary	311 Lovers Lane, Milford DE 19963	X		
		Banneker (Benjamin) Elementary School	449 North Street, Milford DE 19963	X		
		Morris (Evelyn I.) Early Childhood	8609 Third Street, Lincoln DE 19960	X		
Polytech	1	POLYTECH High School	PO Box 97, 823 Walnut Shade Road, Woodside DE 199	X		
Carol Arrington						
carringt@polytech.k12.de.us						
Smyrna	8	Smyrna Elementary School	121 South School Lane, Smyrna DE 19977	X		
Roger L. Holt		Sunnyside Elementary School	123 Rabbit Chase Road, Smyrna DE 19977	X		
Roger.holt@smyrna.k12.de.us		Moore (John Bassett) School	20 West Frazier Street, Smyrna DE 19977	X		
		North Smyrna Elementary School	365 North Main Street, Smyrna DE 19977	X		
		Smyrna High School	500 Duck Creek Parkway, Smyrna DE 19977	X		
		Clayton Elementary School	510 West Main Street, Clayton DE 19938	X		
		Smyrna Middle School	700 Duck Creek Parkway, Smyrna DE 19977	X		
		Clayton Intermediate School	86 Sorrento Drive, Clayton DE 19938	X		

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Cape Henlopen	8	Cape Henlopen High School	1250 Kings Highway, Lewes DE 19958	x		
Cheryle Lord-Gordon		Mariner Middle School	16391 Harbeson Rd., Milton DE 19968	x		
Cheryle Lord-Gordon@cape.k12.de.us		Beacon Middle School	19483 John J. Williams Highway, Lewes DE 19958	x		
		H. O. Brittingham Elementary School	400 Mulberry Street, Milton DE 19968	x		
		Rehoboth Elementary School	500 Stockley Street, Rehoboth Beach DE 19971	x		
		Milton Elementary School	512 Federal Street, Milton DE 19968	x		
		Sussex Consortium	520 duPont Avenue, Lewes DE 19958	x		
		Shields (Richard A.) Elementary School	910 Shields Avenue, Lewes DE 19958	x		
Delmar	2	Delmar Middle School	200 North Eighth Street, Delmar DE 19940	x		
Terri S. Addlesberger		Delmar High School	200 North Eighth Street, Delmar DE 19940	x		
teresa.addlesberger@delmar.k12.de.us						
Indian River	14	Lord Baltimore Elementary School	120 Atlantic Avenue, Ocean View DE 19970	x		
Clifton Toomey		Ennis (Howard T.) School	20346 Ennis Road, Georgetown DE 19947	x		
Clifton Toomey@irsd.k12.de.us		Clayton (John M.) Elementary School	252 Clayton Ave, Frankford DE 19945	x		
		Sussex Central High School	26026 Patriots Way, Georgetown DE 19947	x		
		Long Neck Elementary School	26064 School Lane, Millsboro DE 19966	x		
		Southern Delaware School of the Arts	27 Hosier Street, Selbyville DE 19975	x		
		East Millsboro Elementary School	29346 Iron Branch Road, Millsboro DE 19966	x		
		Indian River High School	29772 Armory Road, Dagsboro DE 19945	x		
		Georgetown Middle School	301 West Market Street, Georgetown DE 19947	x		
		Millsboro Middle School	302 East State Street, Millsboro DE 19966	x		
		G. W. Carver Educational Center	30207 Frankford School Road, Frankford, DE 19945	x		
		Showell (Phillip C.) Elementary School	41 Bethany Road, Selbyville DE 19975	x		
		North Georgetown Elementary School	664 North Bedford Street, Georgetown DE 19947	x		
		Selbyville Middle School	80 Bethany Rd., Selbyville DE 19975	x		
Laurel	3	Laurel Senior High School	1133 South Central Avenue, Laurel DE 19956	x		
Ashley Giska		North Laurel Elementary School	300 Wilson Street, Laurel DE 19956	x		
Julie Butters		Dunbar (Paul Laurence) Elementary School	499 West Sixth Street, Laurel DE 19956	x		
ashley.giska@laurel.k12.de.us						
Julie.butters@laurel.k12.de.us						

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Seaford	6	Seaford Central Elementary School	1 Delaware Place, Seaford DE 19973	x		
Patty Cunningham pcunningham@seaford.k12.de.us		Frederick Douglass Elementary School	1 Swain Road, Seaford DE 19973	x		
		Seaford Senior High School	399 North Market Street, Seaford DE 19973	x		
		Seaford Middle School	500 East Stein Highway, Seaford DE 19973	x		
		West Seaford Elementary School	511 Sussex Avenue, Seaford DE 19973	x		
		Blades Elementary School	900 South Arch Street, Blades DE 19973	x		
Sussex Tech Joanne Goins jgoins@sussexvt.k12.de.us	1	Sussex Technical High School	17099 County Seat Highway, Georgetown DE 19947		x	
Woodbridge Bonnie Workman bworkman@wsd.k12.de.us	4	Woodbridge High School	14712 Woodbridge Road, Greenwood DE 19950	x		
		Woodbridge Middle School	307 Laws Street, Bridgeville DE 19933	x		
		Phillis Wheatley Elementary School	48 Church Street, Bridgeville DE 19933	x		
		Woodbridge Early Childhood Education Center	PO Box 2007, 400 Governors Ave, Greenwood DE 19950	x		