



State of Delaware

Nutrition Services – Fresh Pizza Delivery

Request for Proposal

Contract No. SRS270001-PIZZA

June 8, 2026

**- Deadline to Respond -
July 8, 2026
1:00 PM (Local Time)**

STATE OF DELAWARE
Caesar Rodney School District

REQUEST FOR PROPOSALS FOR NON-PROFESSIONAL SERVICES
Nutrition Services – Fresh Pizza Delivery

CONTRACT NO. SRS270001-PIZZA

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Nutrition Services – Fresh Pizza Delivery. The proposal consists of the following:

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**** [Ctrl+Click on the headings above will take you directly to the section.](#)**

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by Monday, June 30, 2026, at 1:00 PM (Local Time) to be considered.

Proposals must be mailed to:

STATE OF DELAWARE
Caesar Rodney School District

Darla Koff
Supervisor of Child Nutrition
Caesar Rodney School District
7 Front Street, Wyoming, DE 19934

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Darla Koff at 302-698-4864 or email darla.koff@cr.k12.de.us.

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I. INTRODUCTION

A. PURPOSE

The purpose of the Request for Proposal is to obtain sealed proposals from qualified fresh pizza vendors to prepare and deliver fresh pizza on a bi-weekly basis to 12 schools within CRSD during the contract period. It is the goal of this Request for Proposal to identify vendor(s) and execute a contract to provide fresh pizza delivery services. Vendors shall work closely with Child Nutrition staff at the school and district level to provide fresh pizza at each school that adheres to established National School Lunch Program (NSLP) nutritional standards.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by the Caesar Rodney School District, pursuant to **Delaware Code Title 29, Chapter 6924 (a)**, that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different prices, quality, and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued to cover the requirements of CRSD and shall be accessible to any State Agency, School District, Political Subdivision, Municipality, Volunteer Fire Company, or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

3. AGENCY USE CONTRACT

Pursuant to 29 *Del. C.* [§ 6904](#)(e), respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

4. MULTIPLE SOURCE AWARD

The CRSD reserves the right to award this contract to more than one vendor pursuant to 29 *Del. C.* [§ 6926](#). Awards will be based on the overall ability to meet the specifications outlined in this solicitation.

5. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the CRSD, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the CRSD. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The CRSD reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis, or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the CRSD and/ or the State of Delaware.

6. SUPPLEMENTAL SOLICITATION

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The CRSD reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the CRSD and/or the State.

7. CONTRACT PERIOD

Each Vendor’s contract shall be valid for a one (1) year period from August 1, 2026, through July 31, 2027. Each contract may be renewed for four (4) one (1) year periods through negotiation between the Vendor and the CRSD. Negotiation may be initiated no later than sixty (60) days prior to the termination of the current agreement.

The CRSD reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES / MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	June 8, 2026
Written Questions Due No Later Than (NLT)	June 15, 2026, NLT 2:00 PM (Local Time)
Written Answers Due/Posted to Website NLT	June 22, 2026
Proposals Due NLT	July 8, 2026, Wednesday 1:00 PM (Local Time)
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by Monday, June 15, 2026, no later than 2:00 PM (local time). All questions will be answered in writing by Monday, June 22, 2026, and posted on <https://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the CRSD. Address all communications to the person listed below; communications made to other State of Delaware/CRSD personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Darla Koff
Supervisor of Child Nutrition
Caesar Rodney School District
7 Front Street, Wyoming, DE 19934
darla.koff@cr.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services, can also be used.

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E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware or CRSD employees other than the CRSD Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials, and labor to supplement the CRSD's need for **Nutrition Services – Fresh Pizza Delivery** as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to ensure the CRSD receives the most current state-of-the-art material and/or services.

B. BACKGROUND

As part of CRSD's commitment to provide its students with a variety of nutritional and appealing meal options that meet USDA guidelines for the National School Lunch Program, CRSD seeks a qualified vendor to prepare and deliver fresh pizza on a bi-weekly basis to all of CRSD's twelve schools. The awarded vendor(s) must comply with CRSD policies and procedures.

C. STATEMENT OF NEEDS

The vendor shall provide fresh pizza deliveries on a bi-weekly basis, utilizing a staggered delivery schedule to ensure efficient service across all locations. Deliveries shall occur on Tuesday for Caesar Rodney High School, Wednesday for the four middle schools (Fifer Middle, Postlethwait, Magnolia, and Dover Air Base Middle), and Thursday for the seven Elementary Schools (McIlvaine ECC, W. B. Simpson, Star Hill, Allen Frear/Charlton, W. Reily Brown, David E. Robinson, and Nellie Stokes) unless school is closed.

D. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Pricing Form, Appendix B.

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as a description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by the vendor's representative completing the bid submission.

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If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open-end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within CRSD.

D. CONCISE PROPOSALS

The CRSD discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The CRSD's interest is in the quality and responsiveness of the proposal.

E. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with CRSD.

F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES

Samples are required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules, and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

L. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

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M. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The CRSD reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with three (3) paper copies and one (1) electronic copy on a USB flash drive. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. The USB flash drive must also contain the completed Appendix B Pricing Form.

All properly sealed and marked proposals are to be sent to the CRSD and received no later than 1:00 PM (Local Time) on Wednesday, July 8, 2026. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Darla Koff
Supervisor of Child Nutrition
Caesar Rodney School District
7 Front Street, Wyoming, DE 19934**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument, or document shall in no way relieve vendors from any obligation in respect to this RFP.

The CRSD reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the CRSD.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder for the duration of the contract. The CRSD reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

P. PROPOSAL MODIFICATIONS

Any changes, amendments, or modifications to a submitted proposal requires that the original proposal be withdrawn **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

Q. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after

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the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

If it becomes necessary to revise any part of this RFP, revisions will be posted at <https://bids.delaware.gov/>. By submitting an offer to the CRSD, vendors have acknowledged receipt, understanding, and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

S. INCURRED EXPENSES

The CRSD will not be responsible for any expenses incurred by the vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should the vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the CRSD's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS

Bidders may elect to take **minor exceptions** to the terms and conditions of this RFP by completing Attachment 3. CRSD shall evaluate each exception according to the intent of the terms and conditions contained herein, but CRSD must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

Exceptions must be submitted utilizing Attachment 3 to be considered. Exceptions listed elsewhere in the Vendor's proposal will not be considered. CRSD maintains sole discretion to reject any vendor exceptions that are submitted.

W. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 6. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the

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contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with CRSD.

The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for "matching". If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

Y. SUBCONTRACTS

Subcontracting is not permitted under this RFP and contract.

Z. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the CRSD/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information until a fully executed contract is received, unless such disclosure is required by law or by order of a court of competent jurisdiction.

The CRSD/State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once fully executed contracts are received, the contents of all vendor proposals are subject to FOIA's public disclosure obligations and exemptions.

The CRSD/State of Delaware wishes to create a business-friendly environment and procurement process. As such, the CRSD/State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the CRSD/State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record"

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as defined by 29 *Del. C.* § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, CRSD will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the CRSD/State. The CRSD/State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the CRSD/State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

AA. ATTACHMENTS

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions Form
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality Form
- Attachment 6 – Business References
- Attachment 7 – Office of Supplier Diversity Certification (OSD) Application
- Attachment 8 – Proposal Reply Requirements
- Appendix A – Scope of Work and Technical Specifications
- Appendix B – Pricing Form

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

The Caesar Rodney School District reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the CRSD/State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

The CRSD reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The CRSD makes no commitments, expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the CRSD. Vendor's participation in this process may result in the CRSD selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the CRSD to execute a contract nor to continue negotiations. The CRSD may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed

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through the State of Delaware Accounting Office. A purchase order, telephone call, email, fax, or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

**Darla Koff
Supervisor of Child Nutrition
7 Front Street, Wyoming, DE 19934**

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery and any delivery costs for returned proposals. Proposals received after the time set for public opening will be returned unopened.

5. OPENING OF PROPOSALS

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with Executive Order # 31 and Title 29, Delaware Code, Chapter 100.

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware, CRSD, or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

1. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the CRSD shall be final and binding.

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2. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

The CRSD shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be non-responsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the CRSD/State.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
 - b. The vendor's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the vendor is qualified legally to contract with the State/CRSD; and
 - e. Whether the vendor supplied all necessary information concerning its responsibility.
4. The CRSD reserves the right to waive minor irregularities or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the CRSD.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* § 6926. Such selection will be based on the following criteria: Pricing, Quality, Experience, ability to meet established Delivery Schedules, and established NSLP requirements.

The CRSD reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

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- Company profile, including the company's experience with public schools related to the details outlined in the Scope of Work.
- Information regarding the person(s) responsible for meeting the quality standards, NSLP specifications, and delivery expectations.
- A sample including a cheese pizza and a pepperoni pizza that meet the **Requirements for Pizza** listed in **Appendix A**, along with documentation (product formulation sheets) verifying the crediting information.
- Copy of vendor's Food Safety Plan / Hazard Analysis Critical Control Points (HACCP).
- Describe vendor's ability to comply with the Buy American Provision of NSLP (Section VI, Part B, 64 (j)).
- Describe the vendor's capacity to deliver regarding fleet vehicles, maintenance, and the number of employees.
- Debarment and Suspension Certification (Section VI, Part B, 64 (i): Vendor must insert company name to complete certification.
- Three business references.
- Copy of business license and proof of insurance.

E. CRITERIA AND SCORING

Evaluation Criteria	Points
Pricing	40
Compliance with NSLP specifications (2 m/ma + 2 grains)	20
Product quality and uniformity	20
Capacity to deliver to multiple sites	20
Total Score	100

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

G. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

H. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the CRSD are the vendor's responsibility.

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V. MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting a bid.

A. DEFINITIONS: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

RFP: Request for Proposal.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

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VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The CRSD may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Prior contract utilization may be viewed on the Delaware Open Data Portal <https://data.delaware.gov/>. The Government and Finance data sets provide Central Contract Line Item Spend by Fiscal Year among several additional data products. Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. **All prices quoted must be in U.S. Dollars.**

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the CRSD's Supervisor of Child Nutrition before a core list can be changed by the Vendor. Changes include but are not limited to the

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migration of items on and off the core list, as well as any price adjustments from the original agreed upon pricing.

5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the CRSD Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The CRSD is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the CRSD records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the CRSD and a decision on contract award is made, its contents will become public record, and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the CRSD will open the envelope to determine whether the procedure described above has been followed.

6. LAWS TO BE OBSERVED

The vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the CRSD/State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

7. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

8. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and

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obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

9. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

10. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the CRSD, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

11. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

12. TAX EXEMPTION

- a. In accordance with the Internal Revenue Service regulations, the CRSD/State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/pub/irs-pdf/p510.pdf>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

13. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The CRSD will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

14. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

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- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

- b. During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

 - 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin.”

- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

15. PRICES

Prices and/or rates shall remain firm from August 1, 2026 – June 30, 2027.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

16. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a

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cooperative, are welcome to submit the cooperative pricing for this solicitation.

17. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial contract period, CRSD shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

18. SHIPPING TERMS

FOB Destination, freight prepaid.

19. ELECTRONIC CATALOG

At the discretion of CRSD, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

20. INDEPENDENT CONTRACTORS

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

21. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the CRSD pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes, including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the CRSD pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the CRSD and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the CRSD is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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Notwithstanding the content of the preceding paragraph, should the CRSD subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the CRSD shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the CRSD for any liability that arises out of compliance with the ACA prior to the date of hire by the CRSD. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

22. WORK PERFORMED IN A STATE BUILDING

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a CRSD facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

23. ACA SAFE HARBOR

The CRSD/State and its utilizing agencies are not the employer of temporary or contracted staff. However, the CRSD/State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

24. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

25. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the CRSD. All contractors must carry the following coverage, depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.

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- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - 1. \$1,000,000 combined single limit each accident, for bodily injury;
 - 2. \$250,000 for property damage to others;
 - 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
 - 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage, or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the **SRS270001-PIZZA** stated herein, shall be filed with the State. The certificate holder is as follows:

Caesar Rodney School District
Contract No: SRS270001-PIZZA
7 Front Street, Wyoming, DE 19934

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware or the Caesar Rodney School District be named as an additional insured on any policy required under this agreement.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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26. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

27. INDEMNIFICATION

a. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware and/or the Caesar Rodney School District, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the CRSD/State of Delaware, the CRSD/State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the CRSD/State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the CRSD to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the CRSD agrees to and accepts in writing.

28. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the CRSD no later than 30 days following the delivery of the CRSD's invoice detailing the open market purchase. Under no circumstances shall monies be due

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the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

29. FORCE MAJEURE

Neither the Vendor nor the CRSD/State shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

- a. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;
- b. Diseases, plagues, quarantine, epidemics or pandemics;
- c. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics or pandemics; or
- d. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

30. VENDOR NON-ENTITLEMENT

State of Delaware/CRSD Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware/CRSD. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

31. OPPORTUNITY BUYS

The Superintendent for the CRSD can waive use of a contract pursuant to 29 *Del. C.* § 6911(d). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a contract. See [Opportunity Buy Flowchart](#). The Superintendent will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

32. REQUIRED REPORTING

Reporting is required by Executive Order.

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In accordance with [Executive Order 49](#), 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.

33. ORDERING PROCEDURE

Successful vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax, or computer on-line systems.

34. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number, **SRS270001-PIZZA**, on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

35. BILLING

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, **SRS270001-PIZZA**, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum. The Vendor shall not charge delivery or fuel surcharge fees.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

36. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the CRSD will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written CRSD authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware/CRSD intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or

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maximum limits on any P-Card transaction under the contract. While it is the State/CRSD's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

37. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the CRSD's Supervisor of Child Nutrition to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the CRSD may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the CRSD, the Vendor must update its core list and maintain said list in a timely manner.

38. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the CRSD shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the CRSD will forthwith proceed to collect for nonperformance of work.

39. VENDOR RESPONSIBILITY

The CRSD will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP.

40. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

41. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from CRSD w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:

[Environmentally Preferred Purchasing Policy](#)

42. PERSONNEL, EQUIPMENT AND SERVICES

a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.

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- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the CRSD.

43. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§ 711\(g\)](#) for applicable established provisions.

44. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the CRSD contact listed in the solicitation. The CRSD's decision to allow or deny access to any individual identified on a registry database is final and at the CRSD's sole discretion.

By request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law.

45. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: [Office of Construction Enforcement](#).

46. PREVAILING WAGE

The prevailing wage law, 29 Del.C. [§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair,

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renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building 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.

47. DISPUTE RESOLUTION

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The CRSD reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

48. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section 48 above, all claims, counterclaims, disputes, and other matters in question between the CRSD and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

49. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- a. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the CRSD shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the CRSD, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the CRSD.
- b. Termination for Convenience:** The CRSD may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property, and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the CRSD.

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- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State/CRSD requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

50. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by CRSD.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the CRSD shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the CRSD, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the CRSD.

On receipt of the contract cancellation notice from the CRSD, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract cancellation unless the CRSD provides a written acceptance of the vendor response. If the CRSD does accept the Vendor's method and/or action plan to correct the identified deficiencies, the CRSD will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the CRSD's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion, the CRSD may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- b. **Termination for Convenience:** The CRSD may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the CRSD, become its property, and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the CRSD.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State/CRSD requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

51. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

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52. INTEREST OF VENDOR

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

53. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State/CRSD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State/CRSD agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State/CRSD's support shall be given in the publication.

54. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

55. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the CRSD 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, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the CRSD's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the CRSD and Vendor shall meet and confer about coordination of representation in such action.

56. TESTING AND INSPECTION

The CRSD reserves the right to conduct any test or inspection it may deem necessary to ensure equipment, materials, and services conform to contract requirements.

57. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State/CRSD shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

58. GRATUITIES

a. If it is found, after notice and hearing, by the CRSD that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the CRSD with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the CRSD may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that

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the existence of the facts upon which the CRSD makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

- b. In the event this contract is terminated pursuant to subparagraph "a", the CRSD shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the CRSD.

59. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

60. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the CRSD, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State/CRSD representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State/CRSD or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the CRSD for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

61. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

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(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The CRSD will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b. Criminal/Civil Sanctions

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the

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case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

62. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the CRSD and the Vendor arising out of, or relating to, this contract, or a breach of it, may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

63. SUBCONTRACTS

Subcontracting is not permitted under this RFP and contract.

64. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings, and other documents presented by the Vendor to the CRSD and render to the Vendor in writing, findings and decisions pertaining thereto

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within a reasonable time so as not to delay the services of the Vendor.

- b. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- c. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- d. If the ordering agency cannot resolve with the Contractor in a reasonable amount of time, the matter should be escalated to the state representative managing the contract.

65. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

66. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

67. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Darla Koff
Caesar Rodney School District
7 Front Street
Wyoming, DE 19934**

68. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or

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disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

69. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware/CRSD reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware/CRSD with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware/CRSD.

The CRSD will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions; however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

70. DOMESTIC PREFERENCES FOR PROCUREMENT

CRSD participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) for the production of Program meals. The Vendor shall, wherever available, purchase and/or supply goods, products, or materials purchased in the United States. For purposes of this contract, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

71. UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) PROVISIONS

The Vendor shall comply to the following provisions as required by the USDA for contracts involving payment with federal funds:

- a. **Equal Employment Opportunity**—Executive Order (E.O.) 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- b. **Davis-Bacon Act** (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 CFR Part 5 (as applicable). Vendors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor and wages are to be paid not less than once a week.
- c. **Copeland "Anti-Kickback Act"** (18 U.S.C. § 874, 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 (as applicable).
- d. **Contract Work Hours & Safety Standards Act** (40 U.S.C. 3701-3708).

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1. **Overtime requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 3. **Withholding for unpaid wages and liquidated damages:** The Indian River School District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 4. **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- e. **37 CFR part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.**
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401.
- f. **Clean Air Act (42 U.S.C. 7401-7671q.)**
1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 2. The contractor agrees to report each violation to the District(s) and understands and agrees that the District(s) will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, the Federal awarding agency, or the USDA.
 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.
- g. **Federal Water Pollution Control Act (33 U.S.C. 1251-1387).**
1. The contractor agrees to comply with all applicable standards, orders, or regulations issued

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pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the CRSD and understands and agrees that the CRSD will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, the Federal awarding agency, or the USDA.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

h. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, the contractor must sign and submit to the non-federal entity a certification regarding lobbying activities.

i. Debarment and Suspension (Executive Orders 12549 and 12689).

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
2. The contractor must comply with 2 CFR Part 180, subpart C, and 2 CFR Part. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert company name of RFP respondent). If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C, and 2 CFR Part 3000, subpart C, in addition to remedies available to Indian River School District, the federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

j. Buy American Provision 7 CFR Part 210.21(d).

1. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
2. The District(s) participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided

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in 7 CFR Part 210.21(d). Substantially means that at least 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

3. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the CRSD Supervisor of Nutrition Services, a minimum of 3 days in advance of delivery. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
- Price of the domestic food alternative substitute(s); and
- Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
- Price of the domestic food product documenting that the domestic product is significantly higher; and
- Price of the non-domestic product that meets the required specification of the domestic product.

65. USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400

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Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the CRSD will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition, and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

Within thirty (30) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with CRSD acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful vendors shall be required to advise and provide CRSD of the gross costs associated with this contract.

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D. PROPOSAL REPLY SECTION

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the **SRS270001-PIZZA** to the CRSD on Wednesday, July 8, 2026, by 1:00 PM (Local Time), at which time will the bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

**Darla Koff
Caesar Rodney School District
7 Front Street
Wyoming, DE 19934**

PUBLIC PROPOSAL OPENINGS

There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals.

ATTACHMENTS

The following attachments are required to be included in the final submission package.

NO PROPOSAL REPLY FORM

Contract No.: **SRS270001-PIZZA**
Contract Title: **Nutrition Services – Fresh Pizza Delivery**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the **SRS270001-PIZZA**. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are: _____

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are: _____

- _____ 6. We do not sell the items/services on which proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

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Attachment 2

Contract No.: SRS270001-PIZZA Contract Title: Nutrition Services – Fresh Pizza Delivery
DEADLINE TO RESPOND: July 8, 2026

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor 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 solicitation, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a bid/proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Caesar Rodney School District.

It is agreed by the undersigned Vendor that the signed submission of this bid/proposal represents, subject to any express exceptions set forth on the Exception form, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Caesar Rodney School District.

Company Name	
DBA (if applicable)	
Name of Authorized Representative	
Title	
Phone Number	
Email Address	

Company Address	
Phone Number	
Email Address	
Tax ID Number	
Diverse Vendor Self-Identification	
State Certified	
If yes, which State(s)	
Federal Certified	

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
_____ If yes, explain: _____

THIS PAGE SHALL BE SIGNED AND NOTARIZED (NOTARY SEAL MUST BE VISIBLE) FOR YOUR BID/PROPOSAL TO BE CONSIDERED.

Authorized Representative	Notary

COMPANY PROFILE AND CAPABILITIES FORM

Contract No.: **SRS270001-PIZZA**
Contract Title: **Nutrition Services – Fresh Pizza Delivery**

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company, so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Describe the company's experience with K-12 fresh pizza delivery accounts in relation to the responsibilities as outlined in the Scope of Work.

2.	Describe the company's capacity to deliver during specified time and number of employees.

3.	Describe the company's ability to comply with the nutritional requirements of the USDA's National School Lunch Program.

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Attachment 6

BUSINESS REFERENCES

Contract No.: **SRS270001-PIZZA**
Contract Title: **Nutrition Services – Fresh Pizza Delivery**

List a minimum of three business references, including the following information:

- Business Name and Mailing Address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s).

Reference One

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Reference Two

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Reference Three

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
[Office of Supplier Diversity Certification Application Portal](#)

For more information, please send an email to OSD:
osd@delaware.gov or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: osd@delaware.gov

Web site: <https://business.delaware.gov/osd/>

*Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.



PROPOSAL REPLY REQUIREMENTS

Contract No.: **SRS270001-PIZZA**
Contract Title: **Nutrition Services – Fresh Pizza Delivery**

The response should contain the following minimum information:

1. A brief Cover Letter including the Applicant's experience, if any, providing similar services.
2. Vendor shall provide a detailed description of services to be provided and shall respond to the Scope of Work identified. Failure to adequately describe the extent of their abilities may affect how the state evaluates and scores the vendor proposal.

Include catalogs or links, if that is what is asked for.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

3. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
4. One (1) completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Profile and Capabilities Form (Attachment 4)
6. One (1) completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete OSD Application (see link on Attachment 7) – optional, only provide if applicable.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

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PROPOSAL REPLY REQUIREMENTS (CONT'D)

Vendors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

1. **Three (3)** paper copies of the vendor proposal paperwork.
2. **One (1)** electronic copy of the vendor proposal saved to a USB data device. Any copies of electronic price files shall be included on the same electronic media but shall be saved separately from.

Appendix A – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Contract No.: **SRS270001-PIZZA**
Contract Title: **Nutrition Services – Fresh Pizza Delivery**

The Caesar Rodney School District (CRSD) is seeking proposals from qualified fresh pizza vendors who will use their expertise to prepare and deliver fresh pizza on a bi-weekly basis to 12 schools within CRSD during the contract period. Additional information, including locations, delivery days, delivery times, etc., is listed on the page following the contract requirements. Vendor(s) shall work closely with Child Nutrition staff at the school and district level to provide fresh pizza at each school that adheres to established National School Lunch Program (NSLP) nutritional standards.

Experience and Capacity

- The Vendor shall have experience with public schools and provide references that include dates of service.
- The Vendor shall provide a profile of their company, their experience in providing fresh pizza to schools, and the name of the person (s) responsible for preparing fresh pizza for CRSD.
- The Vendor shall submit a letter attesting that they follow a Food Safety Plan – Hazard Analysis Critical Control Point (HACCP) program. The program shall include, at a minimum, food safety education for employees, temperature control management, documentation for foods prepared for and delivered to schools, and procedures to handle complaints in the event of a foodborne illness.
- The Vendor shall provide copies of the last two (2) Board of Health inspection reports of their baking facility. Subsequent reports may be requested during the contract term.

Requirements for Pizza

- Minimum pizza diameter 14-15 inches.
- Each pizza shall be cut into eight (8) equal slices using an 8-cut Pizza Equalizer. Each slice must provide a minimum of 2.0 oz equivalent of creditable whole grain-rich grains and 2.0 oz equivalent of meat/meat alternate components in compliance with USDA meal pattern requirements.
- Pizza dough must be whole-grain-rich and contain a minimum of 51% whole grain flour by weight. Acceptable whole grain flour ingredients include 100% whole wheat flour, 100% white whole wheat flour, and other 100% whole grain flour products.

Nutrient Analysis

- The Vendor shall provide the following nutrient values per pizza and per slice (as applicable):
 - Number of servings
 - Gram weight
 - Calories
 - Grams of protein
 - Total carbohydrates
 - Total fat
 - Total saturated fat
 - Vitamin A
 - Vitamin C
 - Vitamin D
 - Potassium
 - Iron
 - Calcium

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- Percentage of calories from protein
 - Percentage of calories from carbohydrates
 - Percentage of calories from fat
 - Percentage of calories from saturated fat
 - Cholesterol
 - Sodium
 - Dietary fiber
- The Vendor shall provide an ingredient list for each variety of pizza, so that the district can effectively monitor student allergy concerns and ensure strict USDA nutritional guidelines are being met.

Quality and Pricing

- Pizza must always be cut into **8 EQUAL slices**.
- Pizza must be acceptable to students in appearance, taste, and texture.
- Pizza must be delivered hot and conform to the State of Delaware Food Code §3-202.11 (D), which states, “...*food that is cooked to a temperature...and received hot shall be at a temperature of 135°F or above.*”
- Toppings must be in place and equally distributed among the slices.
- The Vendor shall utilize their expertise in preparation of fresh pizza to secure quality products at the best value and the best price. The expected quality level will be communicated to the Vendor by the Supervisor of Child Nutrition and/or the Child Nutrition Specialist.
- Prices are to remain firm for the duration of the contract.

Ordering

- Orders will be placed via email at agreed-upon lead times.
- If advanced notice is given, CRSD reserves the right to revise the delivery schedule and quantities.
- CRSD should be notified of the lead time needed for placing emergency school pizza orders.

Substitutions

- Vendor(s) will not be permitted to substitute school pizza with another product without approval from the Supervisor of Child Nutrition.

Delivery

- All deliveries shall follow the CRSD policies and procedures.
- Timing of delivery to each school location is **critical**. The number of deliveries will coincide with the lunch serving times of each school.
- Locations and specific delivery days and times for each site are listed in the chart on the separate page following contract requirements. CRSD reserves the right to adjust the times/quantities estimates due to changes in lunch schedules and student participation. The Vendor’s capacity for delivery will be factored into the delivery schedule.
- Delivery of product must be made in a well-maintained vehicle with proper holding equipment.
- Pizza must be delivered in insulated containers and in acceptable condition (hot, cheese/pepperoni in place, no damaged boxes).
- Deliveries shall be placed in the area designated by the school’s Child Nutrition manager.
- Deliveries shall NOT be left outside of the building.
- The Vendor shall make every effort to deliver the agreed-upon product. If the delivered product does not meet the agreed-upon expectation, the product will be replaced that day or returned for credit.

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- Printed delivery tickets must be given to the school's Child Nutrition manager at the time(s) of delivery. The delivery tickets must be legible (typed), be on company letterhead, and contain the following information:
 - Purchase date
 - Description of Product
 - Cost of the Product
- The Child Nutrition manager shall review and approve all fresh pizza delivered and sign the delivery receipt. The Vendor will accept the Child Nutrition manager's count in the event that the delivery ticket is not signed.
- Inclement Weather - The Vendor is responsible for tracking current weather conditions throughout the State of Delaware and make necessary adjustments when schools are closed due to inclement weather. CRSD will NOT accept deliveries if a school is closed.

Invoicing

- Monthly statements shall include totals for each school and a summary total for the district. Monthly statements shall be mailed or electronically sent to CRSD's Child Nutrition Supervisor.
- The CRSD will have the option to audit the vendor(s) at any time and request copies of their market tickets to ensure they are receiving the best prices.

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CHILD NUTRITION MANAGERS

Estimated Quantities/Delivery Days/Times

High School on Tues. / Middle Schools on Wed. / Elementary on Thurs.

2026 - 2027

<p><u>Caesar Rodney High School (9-12)</u> Maria Chilcote, Manager maria.chilcote@cr.k12.de.us Megan Fox, Assistant Manager Megan.fox@cr.k12.de.us 239 Old North Road Camden, DE 19934-1284 697-4966 Building Open for Deliveries: 6:00 am – 2:00 pm Lunches Times: 11:00 am – 12:40 pm 15 Cheese, 25 Pepperoni, 5 Sausage, and 5 Veggie Tuesday Deliveries 1st delivery – 9:45 2nd delivery – 11:30</p>	<p><u>W.B. Simpson Elementary School (1-5)</u> Carrie Goodman, Manager carrie.goodman@cr.k12.de.us 5 Old North Road Camden, DE 19934-1247 697-4021 Building Open for Deliveries: 6:45 am – 2:00 pm Lunches Service Times: 10:40 am – 1:15 20 Cheese, 20 Pepperoni Thursday Deliveries 1st delivery – 9:30 2nd delivery – 11:30</p>
<p><u>F. Fifer Middle School (6-8)</u> Shelia Heishman, Manager shelia.heishman@cr.k12.de.us 109 E. Camden-Wyoming Avenue Camden, DE 19934 698-8404 Building Open for Deliveries: 6:15 am – 1:00 pm Lunches Times: 10:20 am – 12:40 pm 30 Cheese, 55 Pepperoni, 10 Sausage Wednesday Delivery 1st delivery – 9:30 2nd delivery – 11:00</p>	<p><u>J. Ralph McIlvaine Elementary School (K)</u> Nikole Moore, Manager Nikole.moore@cr.k12.de.us 11 E. Walnut Street Magnolia, DE 19962-0258 335-5039 ext. 114 / 335-4706 Building Open for Deliveries: 6:45 am – 2:00 pm Lunches Times: 10:30 am – 1:30 pm 20 Cheese, 19 Pepperoni Thursday Delivery 1st delivery – 9:30 2nd delivery – 11:30</p>
<p><u>F. Niel Postlethwait Middle School (6-8)</u> Kim Wharton, Manager kimberly.wharton@cr.k12.de.us 2841 South State Street Camden, DE 19934 698-8414 Building Open for Deliveries: 6:15 am – 1:00 pm Lunches Times: 10:15 am – 12:35 pm 30 Cheese, 45 Pepperoni, 10 Sausage, and 5 Veggie Wednesday Delivery 1st delivery – 9:30 2nd delivery – 11:30</p>	<p><u>W. Reily Brown Elementary School (1-5)</u> Patty Pierson, Manager patricia.pierson@cr.k12.de.us 360 Webb's Lane Dover, DE 19904-5499 697-4260 Building Open for Deliveries: 6:45 am – 2:00 pm Lunches Times: 10:40 am – 1:10 pm 30 Cheese, 23 Pepperoni Thursday Delivery 1st delivery – 9:30 2nd delivery – 11:30</p>

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<p><u>John S Charlton School (Ungraded)/ Allen Frear Elementary (1-5)</u> Janice Harless, Manager janice.harless@cr.k12.de.us 238 Sorghum Mill Road Camden, DE 19934-5391 697-4991 Building Open for Deliveries: 6:45 am – 2:00 pm Lunches Times: 10:45 am – 1:10 pm 25 Cheese, 25 Pepperoni, 6 Sausage Thursday Delivery 1st delivery – 9:30 2nd delivery – 11:00</p>	<p><u>Dover Air Base Middle (6-8)/Welch Elem. (K-5)</u> Melanie Mello, Manager melanie.mello@cr.k12.de.us 3100 Hawthorne Drive Dover, DE 19901-5391 678-9524 Building Open for Deliveries: 6:15 am – 1:00 pm Lunches Times: 10:45 am – 12:55 pm 19 Cheese, 24 Pepperoni, ? Sausage, and ? Veggie Wednesday Delivery 1st delivery – 9:30 2nd delivery – 11:30</p>
<p><u>Magnolia Middle School (6-8)</u> JaQuay Smith, Manager jaquay.smith@cr.k12.de.us 133 Thomas More Dr. Magnolia, DE 19962 302-538-6526 Building Open for Deliveries: 6:15 am – 1:00 pm Lunches Times: 10:20 am – 12:40 pm 22 Cheese, 25 Pepperoni Wednesday Delivery 1st delivery – 9:30 2nd delivery – 11:30</p>	<p><u>David E. Robinson Elementary (1-5)</u> Christine Schoepp, Manager christine.schoepp@cr.k12.de.us 1038 Briarbush Road Magnolia, DE 19962 302-698-4238 Building Open for Deliveries: 6:45 am – 2:00 pm Lunches Times: 10:35 am – 1:20 pm 28 Cheese, 22 Pepperoni Thursday Delivery 1st delivery – 9:30 2nd delivery – 11:30</p>

District Office Staff – Caesar Rodney Child Nutrition – 7 Front Street, P.O. Box 188, Wyoming, DE 19934
Darla Koff, MS, SNS - Supervisor - darla.koff@cr.k12.de.us 302-698-4864 M-F, 7:00 a.m. – 3:00 p.m.
Dee Fields - thurlena.fields@cr.k12.de.us – 302-698-4835 ext. 135, M-F, 6:30 a.m. – 2:00 p.m.
David Eanes, SNS - david.eanes@cr.k12.de.us – 302-698-4855 ext. 155, M-F, 6:30 a.m. – 2:00 p.m.

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Appendix B – PRICING FORM

Cost to provide and deliver 14-15 inch cheese, cheese w/toppings pizza per the Scope of Work and Technical Specifications outlined in Appendix A and Request for Proposal for contract SRS270001-PIZZA.

CRSD	14-15 inch
Cheese Pizza	\$ / Each
Pepperoni Pizza	\$ / Each
Sausage Pizza	\$ / Each
Veggie Pizza	\$ / Each