



## University of Delaware

Request for Proposal CHS-2025-0364, Child and Adult Care Food Program (CACFP) Products

Issue Date:	<b>08/13/2024</b>
Question Deadline:	<b>10/08/2024 by 2:00 pm ET</b>
Proposal Due Date:	<b>10/22/2024 by 2:00 pm ET</b>

Note: All dates above are subject to change at the discretion of the University of Delaware.

**Issuing Office:**  
University of Delaware | Procurement Services  
[proposals@udel.edu](mailto:proposals@udel.edu)

**Issuing Contact:**  
Shelly Powell  
Procurement Services | Strategic Sourcing  
[shellyp@udel.edu](mailto:shellyp@udel.edu)

**RFP AMENDMENT 1: Revisions outlined below.**

- Page 9, Section 2.2.1. USDA Regulations have been added.
- Page 17, Section 2.4.7. Penalties for Unauthorized Disclosure or Misuse of Children's Free and Reduced Price Meal Eligibility Information has been added.
- Page 17, Section 2.4.8. Availability of Funds has been added.
- Page 17, Section 2.4.9. USDA Non-Discrimination Statement has been added.
- This RFP has been updated to include Exhibit A – University of Delaware Master Services Agreement. References to updated items below:
- Page 19, section 3.8 Attachments & Exhibits, now refers to Exhibit A.
- Page 20, Attachment A - Conditions of Award, Resulting Contract Documents has been updated to *UD Agreement*.
- .PDF Attachment, Exhibit A – University of Delaware Master Services Agreement

**RFP AMENDMENT 2: Revised Bid Due Date** to 10/15/2024 by 2:00 pm ET to accommodate RFP Revisions to be released.

**RFP AMENDMENT 3: Revisions Outlined below.**

Page 1, Revised Question and Bid due dates.

Page 6, Added Weights to Scoring Criteria.

Page 18-20, Revised Section 2 to add Items 2.4.9-2.4.15.

Page 20-21 , Revised section 2, part 2.4.16 to update to current UDSA language.

Page 23-24, Revised section 3.8 to include additional attachment requirements.

## 1. SECTION 1 - INFORMATION & INSTRUCTIONS FOR BIDDERS

This document provides interested bidders with sufficient information to navigate the University of Delaware Request for Proposal (RFP) process and enable them to prepare and submit proposals for consideration by the University of Delaware, hereinafter referred to as the University or 1743 Holdings, LLC.

### GENERAL INFORMATION

- 1.1 University of Delaware Overview** Tracing its origins to 1743, and chartered by the state in 1833, the University of Delaware is a land-grant, sea-grant and space-grant university. The University offers an impressive collection of educational resources. Undergraduates may choose to major in any one or more of over 130 academic majors. The University's distinguished faculty includes internationally known scientists, authors and teachers, who are committed to continuing the University's tradition in providing one of the highest quality undergraduate educations available. The University enrolls over 19,000 undergraduates and over 4,100 graduate students. As a state-assisted, privately controlled institution, the University seeks to enroll students from diverse backgrounds and a wide variety of geographic regions. Currently, more than 60 percent of on campus undergraduates are nonresidents who represent nearly every state and several foreign countries. The University has a presence throughout the State of Delaware, with its main campus in Newark, an additional campus located in Lewes, and satellite locations in Wilmington, Dover, and Georgetown. For additional information, visit [www.udel.edu](http://www.udel.edu).
- 1.2 Issuing Office** This RFP is issued by the University's Procurement Services office (Issuing Office). Procurement Services assists University departments with the purchase of goods and services in an ethical and sustainable manner. The Issuing Office is the sole point of contact for this RFP. Bidders are not permitted to speak to any University personnel, whether in person, in writing or via telephone, about the RFP, except as indicated herein. For further information regarding the Issuing Office, please visit <http://www1.udel.edu/procurement/>.
- 1.3 Key Event Dates** Please note all Important Event Dates listed on the cover sheet of this RFP and plan accordingly. Bidder assumes all risks of submitting a proposal by the Proposal Due Date and Time. The University is not responsible for internet or telecommunications failures or delays. Failure to provide the required information may result in disqualification.

***Note: The University will not allow a late submittal.***

- 1.4 Questions and Answers** Questions or requests for clarification regarding this RFP must be submitted to the Issuing Office via email. Questions should be submitted

before the Questions Due Date and Time. Responses to questions will be issued via Addenda. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP section number to which it relates.

From the Issue Date of this RFP until a determination is made regarding the selection of a Bidder, all contacts concerning this RFP must be made through the Issuing Office. If oral explanations or instructions are given to a Bidder such instructions shall not be binding on the University. Only information supplied by the Issuing Office via addenda regarding the RFP, should be used in preparing proposals.

Any and all other contact or information received regarding the subject prior to the release of this RFP should be disregarded in preparing responses. Any violation of these conditions is cause for the University to reject a Bidder's proposal. If it is later discovered that any violations have occurred, the University will the reject the proposal.

**1.5 Statement of Work/Specifications** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the services and/or objectives to be provided is set forth in Section 2 of this RFP. The "Statement of Work/Specifications," as negotiated, will be incorporated into the contract.

**1.6 Proposal Preparation and Submission** Proposals are to be straightforward, clear, concise and specific to the information requested. In order for Proposals to be considered complete, Bidders must provide the information requested in Section 3, Proposal Requirements of the RFP.

If a Bidder intends to use a subcontractor(s), the Bidder must identify in its proposal the name(s) of the subcontractor(s) and clearly explain their participation. The University is committed to encouraging the development of minority-owned, woman-owned, veteran-owned, and/or small business enterprise. Bidder shall use commercially reasonable efforts to explore subcontracting opportunities with minority-owned, woman-owned, veteran-owned and/or small business enterprise where appropriate.

All proposals must be submitted electronically in PDF format (unless format is otherwise specified) to the Issuing Office via email to [proposals@udel.edu](mailto:proposals@udel.edu) no later than the Due Date and Time. All supplemental information must be submitted as requested in Section 3 of the RFP and clearly labeled with Bidder's name and content.

## TERMS AND CONDITIONS OF THE RFP PROCESS

- 1.7 Contract Term**  
The Contract awarded as a result of this RFP will be for (1) one year and may be extended for (4) four, additional one (1) year periods. Any extension to this Contract must be made in writing and signed by both parties. The original terms and conditions will remain in effect for any extension period. Unless otherwise agreed upon, pricing for each optional year is to remain the same as the original contract term.
- 1.8 Addenda** The University reserves the right to modify this RFP for any reason, in part or in its entirety. The University may issue a change or clarification to requirements by means of an Addendum. Any Addenda will be issued to all Bidders for this RFP. Since all Addenda become a part of the requirements of the proposal, all Addenda must be acknowledged by the Bidder in the proposal. Failure to affirmatively acknowledge all Addenda may be grounds for rejection of the proposal.
- 1.9 Cost Liability** The University is not liable for any cost incurred by Bidders prior to the issuance of a contract.
- 1.10 Right to Cancel** The University reserves the right to cancel this RFP without any obligation and for any reason, in part or in its entirety. The University shall notify all responsive Bidders for this RFP via Addenda, of a decision to cancel the RFP.
- 1.11 Validity of Proposal** Proposals submitted shall be valid for a period of one hundred and eighty (180) days. No work shall be performed until a contract has been fully executed and a Purchase Order has been issued.
- 1.12 Agreement to Requirements, Terms and Conditions** By submission, Bidder agrees that it has thoroughly examined and fully understands all of the requirements, terms and conditions contained in this RFP; that it has carefully reviewed and fully supports the accuracy of its proposal; and that the University shall not be responsible for any errors or omissions on the part of the Bidder in preparing the proposal.
- 1.13 Proposal Withdrawal** Bidders may change or withdraw a proposal at any time prior to the Proposal Due Date and Time. If during a bid evaluation process an obvious pricing error made by a Bidder is found, the University may issue a written notice to the Bidder. The Bidder shall have five (5) days after of the notice to confirm its pricing. If the Bidder fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given to it.
- 1.14 Selection Committee** All proposals received from Bidders will be reviewed and evaluated by a committee of qualified University personnel. This committee will

recommend for selection the proposal which most closely meets the requirements of the RFP and satisfies University needs, based on cost and other relevant factors. The Selection Committee may choose to make use of the expertise of an outside bidder in an advisory role.

**1.15 University Right to Seek and Consider Additional Information** The University reserves the right to seek clarification and additional information on any point in connection with this RFP from any or all Bidders if it is in the University’s best interest to do so. The University reserves the right to check Bidder’s financial stability and ability to successfully undertake and provide the services required by this RFP. The University reserves the right to consider evidence of formal or other complaints against any Bidder(s) by the University for contracts held in the past or present by the Bidder.

**1.16 Evaluation Committee and Criteria** Proposals may be evaluated by an Evaluation Committee composed of members including but not limited to representative(s) from University Procurement Services, departments that will utilize the Contract, and members of the University community including students, staff and board members. The Evaluation Committee may choose to make use of the expertise of an outside consultant in an advisory role.

The following evaluation criteria will be used to evaluate Proposals. The categories are not listed in any order of significance and may be used to develop more detailed evaluation criteria to be used in the evaluation process.

Evaluation Criteria:	Weight
1. Supplier Cost	<b>35</b>
2. Overall Quality of Product Offering	<b>30</b>
3. Process for Handling Out-of-Stock or Backorder Items	<b>5</b>
4. Experience with Like-Sized Programs with Similar Requirements	<b>30</b>

**1.17 Negotiations** After evaluating proposals and before the award of a Contract, the University may, at its sole discretion, enter negotiations with one or more Bidders. The primary purpose of negotiations is to maximize the University’s ability to obtain the best value based on the requirements and evaluation criteria such as quality, service, innovation, and cost. At the University’s sole discretion, multiple rounds of negotiations may be held with one or more bidders throughout the sourcing process. No Bidder has a right to participate in the negotiation process. The University shall structure negotiations to safeguard information and ensure that all Bidders are treated fairly.

**1.18 Site Visit** The University reserves the right to conduct site inspections of any facility(s) used by the Bidder or any sub-contractor to the bidder that would be used to perform

the services outlined in this RFP. This right extends to all facilities that the University is aware of or becomes aware of, whether or not the facility is listed in the Bidder's proposal.

- 1.19 Oral Presentations** Bidders should be prepared to discuss, demonstrate, and substantiate any area of their proposal, Bidder's own qualifications for services, and any other area of university interest relative to Bidder's proposal. The Issuing Office shall notify Bidder(s) if oral presentations are required. If Bidder fails to provide such a presentation when requested, the University may reject the Bidder's proposal in its sole discretion. The University will be entitled to rely on all representations Bidder may make during such presentation. No comments about other bids are permitted during oral presentations. Bidders may not attend presentations made by their competitors.
- 1.20 Rejection of Proposals** The University has the right to reject any or all proposals, wholly or in part, for any reason.
- 1.21 Bidder Selection and Award** The University may make an award based on the proposals submitted, without discussion, clarification or modification, or based on negotiation with any or all of the Bidders. The University is not required to select a proposal or contract with a Bidder. At its sole option and discretion, the University may (i) waive any technicalities, informalities, or irregularities in any proposal; (ii) award a contract in whole or in part; or (iii) award multiple contracts to multiple bidders. If the University awards a contract, it will award the contract to the Bidder or Bidders whose proposal(s) is (are) the most advantageous to the University as determined by the University in its sole discretion.
- 1.22 Notice of Award** The University will issue a Notice of Intent to Award once a selection has been made. This notice will require the completion and compliance of the documents outlined in **Attachment A** of this RFP. The University reserves the right to cancel this Notice at any time prior to completing a contract.
- 1.23 Bid Protest Procedures** If a bidder wishes to protest an award made by the Issuing Office, the bidder must communicate in writing and address the protest letter to:

University of Delaware Procurement Services  
550 South College Ave  
Newark, DE 19716  
ATTN: Chief Procurement Officer

The protest letter must be received no later than five (5) business days of the award notice being issued. Protests received by the University after this date will be returned to the sender. Failure to timely file the bid protest shall constitute grounds for the

University to deny the bid protest without further consideration. The protest letter must contain the following information:

- Bidder Name and contact information
- RFP # and Title
- Detailed reason for the protest
- Documentation or information to support the bidder's protest.

The filing of a protest does not hold the contract award in abeyance pending completion of the protest determination unless the Chief Procurement Officer (CPO) determines that it is in the best interest of the University to keep the contract award pending the determination on the protest.

The CPO will have thirty (30) business days to review the protest letter and RFP file and make a decision on the protest. The CPO, at the CPO's sole discretion, may request a meeting with the bidder to ascertain additional information about the protest. The CPO's findings will be documented in a Protest Decision Letter and mailed to the bidder. All decisions of the CPO are final. The University is not required to meet with a bidder as part of the protest process or after a decision is made.

**1.24 Proposals Shall Belong to University** All information submitted in response to this RFP becomes the property of the University of Delaware and may become a part of any resulting contract. Award or rejection of a response does not affect this right.

**1.25 Code of Conduct and Fair Competition** It is the responsibility of the Bidder to notify the Issuing Office in writing of any possible conflict of interest as set forth herein. The University will investigate the matter and determine if an actual conflict of interest exists. The University reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Bidder. The University's determination regarding any questions of conflict of interest shall be final.

**1.26 Contract Transition** In the event services end by either contract expiration or termination, it shall be incumbent upon the Bidder to continue services, if requested by the University, until new services can be completely operational. The Bidder acknowledges its responsibility to fully cooperate with the University and the replacement Contractor to ensure a smooth and timely transition. Such transitional period shall not exceed more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The Bidder(s) will be paid for services during the transitional period at the rate in effect when the transitional period is invoked by the University.



**1.27 Additional Work and/or Special Projects** The resulting Contract is set out for the scope of work and final response contained herein. The Bidder is not authorized to perform any additional work or special projects without first obtaining written approval and Purchase Order from University Procurement Services.

In the event the Bidder proceeds with additional work and/or special projects without the written approval of the University, it shall be at the Bidder's sole risk. UD shall be under no obligation to pay for work done without the University Procurement Service's written approval.

**1.28 Option to Reduce or Increase Scope of Work Projects** The University has the option, in its sole discretion, to reduce or increase the scope of work for any task or subtask called for under this Contract. In such an event, the University Procurement Services shall provide advanced, written notice to the successful Bidder.

Upon receipt of such written notice, the successful Bidder will submit, within five (5) working days to University Procurement Services, an itemization of the work effort already completed by task or subtasks. The successful Bidder shall be compensated for such work effort according to the applicable portions of its cost proposal.

**1.29 Suspension of Work Projects** University Procurement Services may, for valid reason, issue a stop order directing the successful Bidder to suspend work under the Contract for a specific time. The successful Bidder shall be paid until the effective date of the stop order. Work shall resume upon the date specified in the stop order or upon such other date as University Procurement Services may thereafter direct in writing. The period of suspension shall be deemed added to the approved schedule of performance. Both parties shall negotiate an equitable adjustment, if any, to the contract price.

**1.30 News Releases** News releases pertaining to this project will not be made without prior University approval, and then only in coordination with the Issuing Office.

## 2. SECTION 2 - SCOPE OF WORK

2.1. **Introduction/Overview** The University is seeking proposals from bidders to provide weekly food delivery to support our [Child and Adult Care Food Program \(CACFP\)](#). The bidder must be versed in the special requirements of feeding children on the CACFP grant, including understanding grain-ounce equivalents, monitoring the sugar content of foods, and general, specialized healthy eating for children under five (5) years old.

### 2.2. **Requirements**

#### 2.2.1. **USDA Regulations**

United States Department of Agriculture regulations 7 CFR Part 226, entitled Child and Adult Care Food Program is hereby incorporated by reference.

#### 2.2.2. **Menu and Recipe Support**

Suppliers will provide menu, recipe, and nutrition data in electronic and paper formats. Recipes will be developed for ten (10), fifty (50), and one hundred (100) servings. The nutrient analysis will be provided in an Excel spreadsheet format.

#### 2.2.3. **General Requirements**

No service fees or additional costs will be invoiced to the University by the bidder during the term of this agreement (except as described in this RFP or mutually agreed upon in writing). There will be no “small order,” “minimum order,” or “special order” charges or surcharges. There will be no return fees for inaccuracies or other errors on the part of the bidder. Any rush delivery due to the Supplier’s error (e.g. stock-outs, delivery of the wrong product, etc.) will be free of charge. No handling surcharges will be added, or discounts will be lost for any rush or expedited orders.

#### 2.2.3. **Nutritional Data Sheets**

Bidders must be able to provide Child Nutrition (CN) labels for foods when requested throughout the life of the contract.

#### 2.2.4. **Deviations to Specifications**

All deviations to specifications must be noted, as an exception. Those bidders not noting deviations will be expected to deliver products as specified. The total order must be delivered on the specified dates; partial shipments will be considered cause for rejection of delivery of the item. Any deviations found not noted on bidding documents may cause the University to purchase the product on the open market and back-charge the bidder any additional cost.

### **2.2.5. Samples**

The University reserves the right to require a Bidder to furnish samples of any item on which a bidder submits a bid. Upon request by the University, the Bidder must comply within forty-eight (48) hours after the sample request. The samples must be furnished free of charge, marked with the item number and Bidder's name, and delivered. The University will evaluate these samples; all approved and non-approved samples are at the discretion of the University. Samples must be delivered in the same container used during the contract period. Products previously submitted for taste testing and are not approved will not be re-evaluated or awarded as part of this contract. Samples submitted will not be returned.

## **2.3. Orders**

### **2.3.1. Customer Service**

Suppliers must offer online ordering. Bidders shall provide the University with a single, local point of contact and a backup to handle possible questions or problems. At least one Customer Service Representative must be available during the Bidder's operating hours. All service representatives must have online access to information to respond immediately to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, University contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone (local or toll-free number preferred) or email.

### **2.3.2. Quality Assurance Guarantees**

The Bidder is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, throughout the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices, or other documents produced by the Bidder(s). The Bidder(s) are to agree to repair and/or replace within forty-eight (48) hours, without charge to the University, any product or part thereof which proves to be defective or fails within the warranty period as specified. The University must notify the awarded bidder of rejection in writing through email notification to the bidder's point of contact and shall retain copies of notices in their files. If the rejected product cannot, or will not, be replaced by the awarded bidder with the identical, approved, and usable product within forty-eight (48) hours, the University may procure the product elsewhere and charge back any cost differences, including the cost of handling, if any, to the awarded bidder. All products are expected to be received in a fresh,

unaltered state as they were shipped directly from the original manufacturer. Unless stated otherwise, all products shall be fresh stock, latest model, design, or pack.

### **2.3.3. Expired Products**

The University will not be expected to accept expired products, nor should any awarded bidder attempt to deliver a product that has passed its identified product life. If it is determined that a bidder has delivered an expired product, the university shall immediately reject the product. If an expired product is discovered while a shipment(s) is being unpacked, the University shall notify the bidder within twenty-four (24) hours and reject the product. The University shall notify the bidder in writing through email that an expired product has been received and shall retain copies of such correspondence in their records. The delivering bidder has forty-eight (48) hours to remove and replace the expired product with an identical or substitute product previously approved by the University. If the expired and rejected product cannot, or will not, be replaced by the awarded bidder with an identical, approved, and usable product within forty-eight (48) hours, the University may procure the product elsewhere, and charge back any cost differences, including cost of handling, if any, to the awarded bidder. Additionally, if the bidder refuses to replace or pick up the expired product from the University within the timeframe specified, the University will not be held accountable for the billing nor the condition of the identified product delivered. The University's accountability will extend to the thawing of previously frozen material, and if an unhealthy situation is created, the disposal of the rejected product.

### **2.3.4. Price Adjustment**

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

Price adjustments for this contract will be calculated as follows: Quoted prices shall be adjusted on a semi-annual basis after the first twelve (12) months of the contract (see schedule below) based on the change in value of the U.S. Department of Labor; Bureau of Labor Statistics; Producer Price Index (PPI) (series id: WPUID61) for Finished Consumer Foods. The method of price adjustment will be to review the most recent non-preliminary index available on the first day of the month immediately preceding the quarterly adjustment date. The change in the index rate over the most recent non-preliminary quarter will be used to determine the price change for the contract quarterly

period. There will be no consideration given to price fluctuation outside of that most recent quarter.

It is the bidder's responsibility to obtain the correct percentage of change, accurately fill out and submit the Excel document, and address any related questions or concerns with the issuing office in writing well in advance of the deadline for price submissions, or their submission may be rejected. The website for the Producer Price Index (PPI) is:

<http://data.bls.gov/cgi-bin/srgate>

The bidder must submit a written request for price increases during the time frame as outlined below for their effectiveness date to the Issuing Office by email at [proposals@udel.edu](mailto:proposals@udel.edu).

The price adjustment schedule for this contract will be as follows:

- Initial twelve-month term has no price adjustment eligibility.
- Optional extension years will be eligible for price adjustment consideration semi-annually at the time of extension and again mid-term. Price adjustments must be submitted thirty (30) days before the price takes effect for University review and approval.

Requests for price increases must be accompanied by documentation; regardless of the bidder's overall increase, price increases will not exceed the PPI stated above. No price increases are to be billed to the University without prior written approval by the Issuing Office of this RFP. Price increases become effective with all orders placed on or after the effective date. The University shall receive full proportionate benefits of price decreases immediately upon their effective date. All prices submitted for approval will be in the original Attachment D Pricing Spreadsheet Excel format document as submitted in the original proposal as well as any catalog or listing of additional available items. When submitting requests for price changes, bidders must list the Item Number identified in this RFP and complete identification of items requesting change. Bidders shall not delay or stop deliveries pending a price change. Failure to submit the required information may result in a denial of a price change.

If an agreement is reached to extend this contract beyond the initial term period, the University 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 previously published twelve (12) month period at the time of renegotiation.

### **2.3.5. Backorder and Out-of-Stock**

It is the responsibility of the bidder to notify the University in writing immediately upon notification that an item is on backorder. The bidder shall state the reason for the back order and the date the University can expect delivery. The University shall be required to accept backorders within forty-eight (48) hours of the original delivery date. The University shall reserve the right to accept backorders scheduled to take longer than forty-eight (48) hours to deliver at their discretion. If the time to deliver a backordered item is longer than forty-eight (48) hours after original delivery was scheduled, the University shall retain the ability to cancel the backorder product delivery without cost or penalty. The University is required to inform the awarded bidder of the cancellation in writing through email notification to the bidder's point of contact. The University shall retain copies of cancellations in its records. If the backorder is canceled under this backorder condition, the University reserves the right to purchase from an alternative bidder, charging the increase in price and cost of handling, if any, to the original awarded bidder.

### **2.3.6. Product Availability**

Suppliers must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated University representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to the University by bidders in writing within two (2) business days. In such instances, bidders agree to work with the University to identify and implement alternative options that maintain or reduce costs associated with the replacements. Awarded bidder(s) shall provide alternative product samples to the appropriate University personnel along with nutritional data information sheets to allow for an approval or rejection of an alternate product.

### **2.3.7. Substitutions**

Substitutions of any products or quantity on any order are unacceptable unless the bidder has acquired written authorization from the University prior to delivery. Unauthorized substitutions may be subject to penalty (See 2.3.10. Penalties). The University shall reserve the right to immediately reject any product that has not been previously authorized by University personnel. The University's decision to accept delivery of a not previously authorized product is not a guarantee that future deliveries will be automatically accepted, or that

the accepted product has become an authorized alternative. If a bidder seeks to include an alternative product as an authorized alternative, the awarded bidder must receive written authorization, or submit a sample and nutritional data information sheet to the University for testing. Only on acceptance of the substitution, and written identification from the University that the product has been accepted, shall the bidder consider the product an authorized substitution which will be automatically accepted for future deliveries. If the University opts not to accept the delivered product for any reason, the University shall make note on the bill of lading provided at the time of delivery. Such identification will serve as official notice to the bidder of the rejection, and no further correspondence will be required. The awarded bidder shall be provided with forty-eight (48) hours within which to provide an authorized product. If the bidder is not willing or is unable to supply the appropriate product to the University, the University shall reserve the right to obtain the product from an alternative bidder, and to charge any increase in price and/or cost of handling, if any, to the original awarded bidder. Unauthorized substitutions are also subject to the section 2.3.7 Returns below.

#### **2.3.8. Returns**

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form, unauthorized substitutions or not included on the requisition form or purchase order may, at the discretion of the University, be returned to the bidder's warehouse at the bidder's expense within thirty (30) days. Return authorizations must be credited immediately once the bidder receives the returned goods. If the product was returned due to poor condition or unauthorized substitution the Bidder must make arrangements to have the authorized product delivered within forty-eight (48) hours if requested by the University at no additional charge. No payments will be made for products that do not meet agreed-upon pricing, quality, or other requirements specified in the RFP or the contract.

#### **2.3.9. Deliveries**

Suppliers must provide a firm delivery window once weekly, before 11:00 AM local time. The product is expected to be in stock and available for delivery within a five (5) business day lead time. In case of unforeseen circumstances, one 'Emergency Need' delivery per month must be permitted. 'Emergency Need' deliveries are to be made within seventy-two (72) hours of the original order. Deliveries are to be made in a climate-controlled truck for refrigerated or frozen foods. Vendor delivery personnel must assist in unloading. The total poundage per item delivered must be within a five percent (5%) tolerance of the specified amount ordered.

### **2.3.10. Delivery Location**

Suppliers will deliver to the Rear Service Entry at 489 Wyoming Road Newark, DE 18716. All quoted pricing is to be FOB destination to include shipping, handling and insurance costs.

### **2.3.11. Penalties**

If the bidder is found to be habitually non-compliant with the requirements of this solicitation/contract they may be subject to the following corrective actions: A penalty of \$25.00 per missed notification to the University within forty-eight (48) hours of product backorder or out-of-stock will be enforced. Penalties will be deducted from either current or future invoices. Quarterly rate increases for the next quarter will be denied for any three (3) actionable nonperformance occurrences. Individual line items will be removed from the bidder's award and offered to the next lowest, responsive bidder for the remaining contract term after any three (3) actionable non-performance occurrences per line up to and including contract termination.

## **2.4. Products**

### **2.4.1. Plastic Containers**

Please utilize plastic jars in place of glass jars, when possible.

### **2.4.2. Labeling**

All items shall be packaged and labeled in accordance with accepted trade practices in sufficiently sturdy and clean containers. Labels are to contain nutritional information as well as product contents.

All exterior packaging shall be labeled with:

- Purchase Order Number
- Product name
- Product/Item code
- Brand/Packer's name
- USDA inspection stamp
- Unit/pack size
- Pack date
- Ingredients
- Nutritional values including Sodium and Fat content
- Safe handling instructions, to include storage and shelf life
- Thawing instructions, if applicable
- Cooking instructions, if applicable



All interior packaging with multi-package units that require interior labeling per product specifications, shall be labeled with:

- Product name
- Package weight

All meat products with grade specified must have:

- USDA Grade Stamp on item itself, i.e., Gooseneck bottom Round shall have a purple stamp reading “USDA Select.”

#### **2.4.3. Food Laws and Standards**

All products specified herein shall be processed, packaged and delivered in accordance with any and all applicable regulations including those of the Delaware Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act and regulations promulgated there under.

#### **2.4.4. Organoleptic Requirements**

All meats for purpose of this contract shall be free from rancidity; free of fruity, sulfide-like, cardboardy, tallowy, oily, oxidized, metallic, chlorine and other off or foreign odors; free of foreign materials (e.g., glass, metal, paper, rubber); must show no evidence of mishandling or deterioration; and must have bright color with no evidence of dehydration or freezing and thawing. Any product that does not comply with the organoleptic requirements will be rejected for use under this contract.

#### **2.4.5. Grades for Canned and Frozen Fruits**

All fruits must be of U.S. Grade A quality, they are the very best, with an excellent color and uniform size, weight, shape. They have the proper ripeness and few or no blemishes. This highest grade of fruits is the most flavorful and attractive. If product bid is determined to be inferior quality, the University will not award that item bid.

#### **2.4.6. Samples of Products after the Award**

Upon request by the University, the Bidder must comply within one week after the request for samples. The samples must be furnished free of charge, marked and labeled appropriately and delivered to the University. The University, in accordance with FDA and State of Delaware Food Codes, will evaluate these samples, all samples approved and non-approved are at the discretion of the University. Samples must be delivered in the same container that will be used for delivery during the contract period. Products previously submitted for taste testing, and are not approved, will not be re-evaluated or awarded as part of this contract. Samples submitted will not be returned. All

samples submitted must have accompanying Manufacturer Product Specification Sheets inclusive of:

- Item name
- Brand name
- Product code
- Unit/pack size
- Ingredients
- Nutritional information, including Sodium and Fat content

**2.4.7. Penalties for Unauthorized Disclosure or Misuse of Children's Free and Reduced Price Meal Eligibility Information**

In accordance with section 9(b)(6)(C) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(b)(6)(C)), any individual who publishes, divulges, discloses or makes known in any manner, or to any extent not authorized by statute or this section, any information obtained under this section will be fined not more than \$1,000 or imprisoned for up to 1 year, or both.

**2.4.8. Availability of Funds**

The University reserves the right to cancel this contract if the federal funding to support the CACFP is withdrawn. It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

**2.4.9. Termination for Cause**

The University may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the University, upon request, with adequate assurances of future performance. The University shall provide the Contractor with a written notice thirty (30) days prior to the contract termination date. In the event of termination for cause, the University shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the University for any and all rights and remedies provided by law. If it is determined that the University improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The Contractor may also terminate this contract under the same set of aforementioned conditions.

**2.4.10. Termination for Convenience**

The University may terminate this contract for any reason, provided that the University shall be required to provide the Contractor with a prior sixty (60) days' written notice of the effective date of such termination (the "Termination

for Convenience Date"). The Contractor may also terminate this contract under the same set of aforementioned conditions.

#### **2.4.11. Clean Air Act**

- 2.4.11.1. 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.
- 2.4.11.2. The contractor agrees to report each violation to the University and understands and agrees that the University 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.
- 2.4.11.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

#### **2.4.12. Federal Water Pollution Control Act**

- 2.4.12.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2.4.12.2. The contractor agrees to report each violation to the University and understands and agrees that the University 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.
- 2.4.12.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

#### **2.4.13. Debarment and Suspension**

- 2.4.13.1. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 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).
- 2.4.13.2. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 2.4.13.3. This certification is a material representation of fact relied upon by the University. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the University, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

2.4.13.4. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 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.

**2.4.14. Byrd Anti-Lobbying Amendment**

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 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.

**2.4.15. Domestic Preference**

The University participates in the Child and Adult Care Food 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. 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 non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**2.4.16. USDA Non-Discrimination Statement**

For all other FNS nutrition assistance programs, state or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from

discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;  
or

2. fax: (833) 256-1665 or (202) 690-7442; or

3. email: [Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

## 2. SECTION 3 - PROPOSAL RESPONSE REQUIREMENTS

Bidder's proposal must be submitted in the format outlined below. To be considered, the proposal must respond to all requirements in this part of the Request for Proposal (RFP). If a Bidder intends to use a subcontractor(s), the Bidder must identify in its proposal the names of the subcontractors and clearly explain their participation.

- 3.1 **SOW Response** Bidder must provide a detailed response to affirm its ability to perform the Statement of Work outlined in Section 2 of this RFP. Describe in narrative form your technical plan for accomplishing the work. If applicable, include a schedule for the delivery of the services, e.g., number of meetings, recommendations for which the University personnel should participate, coordination with the university calendar.
- 3.2 **Price Proposal** Bidder must clearly delineate all costs, (all fees must be disclosed), with details about the various rates based on individuals assigned, their role and estimated hours and expenses. Be advised the University does not pay an upcharge on any reimbursable expense.

Pricing listed will not increase for twelve (12) months after the start of the contract. If guaranteeing a price for more than twelve (12) months, please state in your RFP response.

Items purchased under the resulting contract are not limited to the listed products. This is a 'market basket' representative of the University's top-ordered products. If additional items are available for order under the contract, please include a full price list with your proposal.

- 3.3 **Nutritional Data Sheet and Label** The bidder must furnish nutritional data sheets for all items listed in your proposal. One (1) copy of nutritional data sheets is to be submitted electronically in .pdf format consolidated in one single file and in the same order as the bid. Each nutritional data sheet must be labeled with:
- Vendor Name
  - Item Number
  - Manufacturer Product Number

*Note: Manufacturer Product Number on nutritional data sheets must match the Product # entered into **Attachment D Pricing Spreadsheet** in order to be considered.*

- 3.4 **Explanation of Process for Out-of-Stock and Back-Ordered Items** The Bidder must explain and provide details on the process and notification procedures if a specific item is out-of-stock or back-ordered and is required to provide an alternative item.

- 3.5 Qualifications and Experience** Include firm's experience in areas as referenced in Section 2 of this RFP. Experience shown should be similar in scope and size, and include work performed by individuals who will be assigned to this project as well as that of your company. Detail whether your role was as a primary bidder or a sub-bidder and note if the employees are still employed by your firm. If work was performed while employed by a previous firm that should be noted as well.
- 3.6 References** List at least three (3) references related to relevant work, current or past, who can be contacted for verification of the firm's relevant experience and professional qualifications to meet the requirements set forth herein. Bidder shall include the following:
- Name of customer and business type
  - Description of the services Bidder provided for the client's project.
  - Bidder's role in the client's project
  - Start and end date of the Bidder's engagement.
  - Explain whether the project was delivered on time and on-budget.
  - One or more contacts from the client. For each contact, you must include contact name, job title, address, telephone number, and e-mail address.
- 3.7 Personnel** Provide names of the key personnel and describe the role each team member would play if the bidder were engaged. Include brief bios on each team member containing education and experience, and the specific role in the past project(s). Indicate the responsibilities each will have in the project and how long each has been with your company.
- 3.8 Attachments & Exhibits**
- **Attachment A – Conditions of Award**  
Bidder must review, sign and submit the Conditions of Award document.
  - **Attachment B – Conflict of Interest**  
Bidder must review, complete, sign and submit the Conflict of Interest document.
  - **Attachment C – Supplier Diversity Program Form**  
Bidder must complete and submit the Supplier Diversity Program Form.
  - **Attachment D – Pricing Spreadsheet**  
Bidder must complete and submit the Pricing Spreadsheet.
  - **Attachment E – Disclosure of Lobbying Activities**  
Bidder must complete and submit the Disclosure of Lobbying Activities

- **Attachment F – Debarment Certification**  
Bidder must complete and submit the Debarment Certification
- **Attachment G – FNS-732 Certification Regarding Lobbying**  
Bidder must complete and submit the FNS-732 Certification Regarding Lobbying
- **Attachment H – Civil Rights Assurance**  
Bidder must sign and submit the Civil Rights Assurance statement.
- **Exhibit A – SAMPLE University of Delaware Master Services Agreement**  
Bidder must review and clearly outline any exceptions taken to University terms and conditions and submit with their proposal.



## ATTACHMENT A CONDITIONS OF AWARD

Upon an award by the University of Delaware, the selected Bidder(s) will be required to complete and comply with the items next to the marked check boxes. Where available, items have been linked to assist with further review.

### **Items Required Prior to Issuing a Contract:**

[W-9 Form](#)     Certificate of Insurance     Public Works Certificate     Performance Bond

If you are a new supplier, please complete the W9 form located at the following link:

[https://udapps.nss.udel.edu/w9\\_vendorReg/](https://udapps.nss.udel.edu/w9_vendorReg/)

Please provide reference number upon completion of the W9.

If you are a current supplier but have not received a purchase order from UD in over 18 months, please complete the W9 and return the reference number.

Voluntary Product Accessibility Template (VPAT)

Higher Education Community Vendor Assessment Toolkit (HECVAT)

### **Resulting Contract Documents:**

UD PO Only\* (may include by reference this RFP, any addenda, & selected Bidder's proposal)

**UD Agreement (see attached)**     Bidder's Proposed Contract\*     Special Contract Requirements (see attached)

Business Associate Agreement

Data Privacy and Security Addendum (DPSA)

**\*This contract document shall incorporate the University of Delaware Standard Terms & Conditions available at: [UD Terms & Conditions 2.29.24](#)**

By accepting the University of Delaware's contract documents "as is" with no redlines will be considered as a weighing factor in selection of a vendor for this solicitation. Please check this box if that will be acceptable to your organization.

Bidder must sign below to indicate they fully understand and accept the requirements that will result from an award of this RFP. The selected Bidder will accept a University of Delaware issued Purchase Order (PO) as the commitment to start the services and will not start work until a PO or an expedited Notice to Proceed is received. If Bidder chooses to take exception(s) to any part of the above marked documents, including the terms and conditions applicable to each, Bidder must attach the identified exception(s) and provide reason for exception and, if applicable, suggested replacement language. The University reserves the right, in its sole discretion, to accept or reject any proposal based upon the identification of exceptions by Bidder. Unless specifically accepted by the University in writing, all proposed Bidder revisions and exceptions to these documents are rejected by the University.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

**Company Name and Address**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Phone**

\_\_\_\_\_

\_\_\_\_\_

**E-mail**

\_\_\_\_\_

\_\_\_\_\_

**\*RETURN OF THIS PAGE IS REQUIRED**

**ATTACHMENT B**  
**CONFLICT OF INTEREST CERTIFICATION**

The University of Delaware believes that full disclosure is the best way to avoid the potential for conflicts of interest. Accordingly, all respondents to this solicitation are required to complete this certification and submit with their response. Failure to complete this document with the requested information may disqualify your response. The University of Delaware, at its discretion, may also disqualify your response if any representation is deemed inaccurate or if it concludes that a potential conflict of interest may be present. Please initial one of the following, as applicable:

The respondent certifies that none of its directors, officers, employees, their immediate family members or close relatives are employed by or affiliated with the University of Delaware.

The respondent certifies that, except for the persons whose names are listed below, none of its directors, officers, employees, their immediate family members or close relatives are employed by or affiliated with The University of Delaware.

\_\_\_\_\_  
\_\_\_\_\_

Please indicate below if, during the past calendar year, your company, directors, officers, employees, their immediate family members or close relatives have paid, given a gift, or provided other consideration having a value over \$25.00 to any employee, officer or trustee of the University of Delaware.

- Yes, a payment, gift or other consideration was provided to an employee, officer or trustee.
- No, a payment, gift or other consideration was not provided to an employee, officer or trustee.

	<u>Yes</u>	<u>No</u>
Are you currently a student at the University of Delaware?	_____	_____
Has your firm ever been involved in Federal debarment proceedings?	_____	_____

We, (I), certify that the foregoing information is true, correct and complete.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*RETURN OF THIS PAGE IS REQUIRED**

**ATTACHMENT C**  
**SUPPLIER DIVERSITY PROGRAM**

In keeping with our commitment to Inclusive Excellence, the University of Delaware believes that building relationships with small, minority-owned, veteran-owned, women-owned, disabled-owned and other disadvantaged businesses is essential if we are to provide opportunities to a supplier base that is as diverse as the communities we serve. Participation in the University's Supplier Diversity Program provides access to the University procurement opportunities by matching qualified diverse suppliers with the needs of our internal business units. The goal of the program is to foster mutually beneficial relationships that add value to the University while, at the same time, contributing to the development of diverse businesses through workshops and consultations with the University's Procurement Services Department and Small Business Development Center. **Supplier Diversity Program, Getting Started:**

<http://www1.udel.edu/procurement/cmoutreach/getstarted.html>

**Classification:**

Choose one or more.

- Minority Business Enterprise (MBE)
- African American
- Asian
- Hispanic
- Native American
- Other
- Veteran-owned Business Enterprise (VBE)
- Disabled-owned Business Enterprise (DBE)
- Small Business Enterprise (SBE)
- Women-owned Business Enterprise (WBE)

**Certifying Agency:**

Choose one or more.

- City of Wilmington
- Delaware Department of Transportation
- Delaware Office of Minority & Women Business Enterprise (OMWBE)
- Minority Supplier Development Council of PA-NJ-DE
- National Women's Business Corporation (NWBOC)
- Small Business Administration (SBA)
- The National Minority Business Council, Inc. (NMBC)
- Women's Business Enterprise National Enterprise Council (WBENC)
- Other:

**\*RETURN OF THIS PAGE IS REQUIRED**

**ATTACHMENT D**  
**PRICING SPREADSHEET**

Please see the Attachment D – Pricing Spreadsheet distributed with this RFP. Complete and return this form with the proposal in Excel format.