April 25, 2008

TO:	ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS
FROM:	VICKI L. MACKLIN STATE CONTRACT PROCUREMENT OFFICER 302-857-4553
SUBJECT:	AWARD NOTICE-ADDENDUM #2 EFFECTIVE DATE NOVEMBER 17, 2008 CONTRACT NUMBER: GSS-MU-08-005-VM BREAD AND BREAD PRODUCTS

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Contract No.: GSS-MU-08-005-VM

KEY CONTRACT INFORMATION

MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) <u>Delaware Code</u>. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a one (1) year period from July 1, 2008 through June 30, 2009. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and the Division of Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement

VENDORS:

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VENDORS FOR ALL ZONES (THIS IS A MULTIPLE AWARD CONTRACT)

1. . STROEHMANN BAKERIES

1810 Ridge Pike, P.O. Box 110 Norristown, PA 19404 Contact: Carol Hanford

Phone: 717-564-1891 ext. 110

Fax: 717-564-1581

E-Mail: chanford@gwbakeries.com

ZONES 1, 2 & 3

2. AMOROSO BAKING COMPANY

845 S. 55th Street Philadelphia, PA 19143 Contact: Dave McCrae Phone: 800-377-6557

Fax: 215-471-5323

E-Mail: dmccrae@amorosobaking.com

ZONES 1, 2 & 3

Contract No. GSS- MU-08-005-VM

Award Notice

4. DELIVERY SLIPS AND INVOICES:

Delivery slips shall be provided at the time of delivery. Itemized invoices shall be submitted monthly to the School District Food Service Office or ordering agency not later than the third working day after the close of the previous month's business.

5. QUALITY:

All items are to be delivered freshly baked and not previously frozen. All bidders shall comply with the Code of Federal Regulations (21 CFR; Parts 17.1, 17.2, 17.3, 17.4 Food and Drugs) and all State Division of Public Health rules and regulations. In addition, all bids received must comply with the U.S. Department of Agriculture, Food & Consumer Service Instruction #783-1, Exhibit A, pg. 1 Group B (provided). All items to be individually packaged or wrapped (i.e. one loaf of bread and/or one dozen rolls). <u>ALL</u> products must be "Enriched".

6. RACK SYSTEMS:

Vendors shall provide Racking Systems within fifteen (15) days of request by food directors. All baked goods shall be delivered in appropriately sized boxes or racks. Loose stacking will not be acceptable.

7. NUTRITIONAL INFORMATION:

All nutritional information shall be provided annually, covering all awarded items, and supplied to all agencies purchasing off this contract. This information shall be supplied within fifteen (15) days of contract award.

8. ORDERS:

Orders shall be placed, either by mail, telephone, or through the distributor's representative. All orders are to be in the distributor's possession on **Thursday** to cover deliveries for the following week. Any adjustments must be made forty-eight (48) hours in advance of delivery. The successful bidder shall have a local telephone exchange, toll-free number or agree to accept the charges for long distance calls.

9. SHIPPING TERMS:

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F.O.B. destination.

10. DELIVERY AND PICKUP:

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Delivery shall be each day that school is in session before 8:00 a.m., and to state agencies as ordered. It shall be the responsibility of the agency to provide vermin proof boxes, if required.

11. PRICING:

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Prices will remain firm for the term of the contract year.

	STROEHMANS - VENDOR 1	
	GSS-MU-08-005-VM	
	DECODIDATION	UNIT
	DESCRIPTION	PRICE
1	BREAD, WHITE, Pullman, sliced, square, large Pullman. Wgt. Of slice should equal .9 oz.	1.04
	A. Weight of Loaf 22oz B. Number of usable slices 24 /loaf C. Cost per slice \$.043 D. Trade name or label Baker's Touch E. Dietary fiber 1g	
2	BREAD, WHITE, square. Wgt. Of slice should equal .9 oz.	1.04
	A. Weight of Loaf 24 oz B. Number of usable slices 28 /loaf C. Cost per slice \$.037 D. Trade name or label Baker's Touch E. Dietary fiber 1g	
3	BREAD, WHEAT, cracked wheat, sliced square, large Pullman. Wgt. of slice should equal .9 oz.	1.35
	A. Weight of Loaf 24 oz B. Number of usable slices 24 /loaf C. Cost per slice \$.056 D. Trade name or label Baker's Touch E. Dietary fiber 1g	
4	BREAD, RYE, square large Pullman. Wgt. Of slice should equal .9 oz.	1.35
	A. Weight of Loaf 24 oz B. Number of usable slices 24 /loaf C. Cost per slice \$.076 D. Trade name or label Baker's Touch E. Dietary fiber less than 1g	

	STROEHMANS - VENDOR 1	
	GSS-MU-08-005-VM	
		LIAUT
	DESCRIPTION	UNIT PRICE
10	TEXAS TOAST sliced	1.19
	A. Weight of Loaf 22oz B. Number of usable slices 17 /loaf C. Cost per slice \$.070 D. Trade name or label Bakers Touch E. Dietary fiber less than 1g	
11	A. Weight of Loaf 16 oz B. Number of usable slices16 /loaf C. Cost per slice \$.162 D. Trade name or label Baker's Touch E. Dietary fiber 1g	2.59
12	WHEAT BREAD,2 GRM FIBER sliced, 100%, 2 gram fiber. Wgt. Of slice should equal .9 oz. A. Weight of Loaf 28 oz B. Number of usable slices 26 /loaf C. Cost per slice \$.065 D. Trade name or label Baker's Touch E. Dietary fiber 2g	1.70
13	ITALIAN BREAD, 15" UNSLICED approx. 15" long. A. Weight of Loaf 20oz B. Number of usable slices 19/loaf B. Trade name or label Baker's Touch C. Dietary fiber 1g	1.39
15	HAM ROLLS, SLICED, hinged individual, uniform, round, soft, sliced, package. Wgt. of roll should equal 1.8 oz. A. Weight per roll 1.8 oz. B. Number/ pkgs 16 C. Trade name or label Baker's Touch D. Dietary fiber 1g	1.75

	STROEHMANS - VENDOR 1	
	GSS-MU-08-005-VM	
	DESCRIPTION	UNIT
		PRICE
16	HAM ROLL/WHOLE WHEAT, hinged, individual uniform, round, soft, sliced. Wgt. of roll should equal 1.8 oz.	2.79
	A. Weight per roll 1.8 oz. B. Number/trays 16 C. Trade name or label Baker's Touch D. Dietary fiber 2g	
17	HAM ROLLS/SLICED/ TRAY, individual, uniform, round, soft, sliced, tray. Wgt. of roll should equal 1.8 oz.	3.50
	A. Weight per roll 1.8 oz B. Number/trays 30 C. Trade name or label FS Bulk D. Dietary fiber 1g	
18	FRANK ROLLS, CLUSTER TYPE 1.8 OZ uniform, sliced, Wgt. of roll should equal A. Weight per roll 1.875 oz B. Number/per package 16 C. Trade name or label Baker's Touch D. Dietary fiber 1g	1.75
21	STEAK ROLL, ITALIAN. Wgt. of roll should equal 2.25 oz. A. Weight per roll 2.25 oz. B. Number/package 6 C. Trade name or label Baker's Touch D. Dietary fiber 1g	1.35

	STROEHMANS - VENDOR 1	
	GSS-MU-08-005-VM	
	DESCRIPTION	UNIT
		PRICE
29	SOFT KAISER ROLL, plain, large, sliced, 3 ½" to 4" in diameter. Wgt. of roll should equal 2.5 oz.	1.99
	A. Weight per roll 1.875 oz	
	B. Number/package 8	
	C. Trade name or label Baker's Touch	
	D. Dietary fiber 1g	
32	CLUB ROLLS, Wgt. of roll should equal 2 oz.	1.99
	A. Weight per roll 1.8 oz	
	B. Number/package 8	
	C. Trade name or label Maier's	
	D. Dietary fiber 1g	
35	DINNER ROLL, SPLIT TOP, Wgt. of roll should equal 1	1.59
	oz.	
	A Weight per roll 112 oz	
	A. Weight per roll 1.12 oz B. Number/package 16	
	C. Trade name or label Baker's Touch	
	D. Dietary fiber 1g	
	,	
36	DINNER ROLL, WHEAT, SPLIT TOP 1 oz.	2.69
	A.Number/package 12	
	B. Dietary Fiber 2g	
	, ,	
37	MULTI-GRAIN SANDWICH ROLL, 2 oz.	2.09
	A.Number/package 12	
	B.Trade name or label Baker's Touch	
	C. Dietary Fiber 2g	
39	ENGLISH MUFFINS, 2 OZ, TRAY OF 60, Wgt. of muffin should equal 2 oz.	2.19
	A. Weight per dozen 24 oz	
	B. Number/package 12	
	C. Trade name or label Baker's Touch	
	D. Dietary fiber 1g	

	STROEHMANS - VENDOR 1	
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	DESCRIPTION	UNIT
		PRICE
42	BREAD, WHITE WHOLE GRAIN, LOAF, White Whole Grain	1.89
	A. Weight per loaf 20 oz B. Number of useable slices 10 C. Trade name or label Stroehmann's D. Dietary fiber 4g	
43	POTATO HAMBURGER ROLL,. Weight should equal 1.8 oz.	1.48
	A. Weight per dozen 15 oz B. Number/package 8 C. Trade name or label Dutch Country D. Dietary fiber 1g	
44	POTATO HOT DOG ROLL, Weight should equal 1.8 oz.	1.48
	A. Weight per dozen 15 oz B. Number/package 8 C. Trade name or label Dutch Country D. Dietary fiber 1g	
45	WHEAT HAMBURGER ROLLS, Weight should equal 1.8 oz.	2.79
	A. Weight per dozen 30 oz B. Number/package 16 C. Trade name or label Baker's Touch D. Dietary fiber 2g	
46	WHEAT HOT DOG ROLLS, Weight should equal 22 oz.	2.79
	A. Weight per doz 30oz B. Number/package 16 C. Trade name or label Baker's Touch D. Dietary fiber 2g	
47	SPLIT TOP WHEAT BREAD, LOAF, Weight should equal 22 oz.	1.44
	A. Weight of Loaf 20 oz B. Number of usable slices 24 /loaf C. Cost per slice \$.060 D. Dietary fiber 2g	

	AMOROSO BAKING COMPANY – VENDOR 2	
	GSS-MU-08-005-VM	
	DESCRIPTION	UNIT
	BEGGIAII HOIV	PRICE
4	BREAD, RYE, square large Pullman. Wgt. Of slice should equal .9 oz.	\$4.03
	A. Weight of Loaf 32 oz B. Number of usable slices 24 /loaf C. Cost per slice \$.1679 D. Trade name or label Ginsburg E. Dietary fiber 1 gr	
8	BREAD, MARBLE LOAF, sliced	\$5.48
	 A. Weight of Loaf 48 oz B. Number of usable slices 36 C. Cost per slice \$0.1522 D. Trade name or label Ginsburg E. Dietary fiber 1g 	
9	BREAD, PUMPERNICKEL LOAF, sliced	\$4.03
	 A. Weight of Loaf 32 oz B. Number of usable slices 24 C. Cost per slice \$0.1679 D. Trade name or label Ginsburg E. Dietary fiber 1g 	
13	ITALIAN BREAD, 15" UNSLICED approx. 15" long.	\$1.70
	A. Weight of Loaf 16 oz B. Trade name or label Amoroso C. Dietary fiber 1 g	
16	HAM ROLL/WHOLE WHEAT, hinged, individual uniform, round, soft, sliced. Wgt. of roll should equal 1.8 oz.	\$2.30
	A. Weight per roll 1.8 oz. B. Number/trays 12 C. Trade name or label H&S D. Dietary fiber 3g	

	AMOROSO BAKING COMPANY – VENDOR 2	
	GSS-MU-08-005-VM	
	PERCENTION	
	DESCRIPTION	UNIT PRICE
20	FOOT LONG, hinged, individual, uniform, Wgt. of roll should equal 3 oz.	\$2.67
	A. Weight per roll 3 oz B. Number/package 6 C. Trade name or label Ginsburg D. Dietary fiber 3g	
21	STEAK ROLL, ITALIAN. Wgt. of roll should equal 2.25 oz.	\$2.68
	A. Weight per roll 2.7 oz. B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 1g	
22	SUB ROLL, 4" BLUNT END, pre-sliced, 12 to pack, 2 ounces of bread.	\$2.68
	A. Weight per roll 2.2 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 1g	
23	STEAK ROLL, ITALIAN, hinged, hard, long, UNSLICED, 8 inches. Wgt. of roll should equal 2 oz.	\$2.68
	A. Weight per roll 2.2 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 1g	
24	STEAK ROLL, 6 INCH SLICES	\$ 2.58
	A. Weight per roll 2.7 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 1g	

AMO	ROSO BAKING COMPANY – VENDOR 2	
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DES	CRIPTION	UNIT
26	HARD KAISER ROLL, plain, large, sliced, 3 ½" – 4" diameter. Wgt. of roll should equal 2.5 oz. A. Weight per roll 3 oz B. Trade name or label Amoroso C. Dietary fiber 3g	\$3.39
27	A. Weight per roll 2.2 oz B. Trade name or label Amoroso C. Dietary Fiber 3g	\$2.93
28	HARD, KAISER ROLL, 2" to 2 ½" in diameter. Wgt of roll should equal 1.8 oz. A. Weight per roll 2.2 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 1g	\$2.79
29	SOFT KAISER ROLL, plain, large, sliced, 3 ½" to 4" in diameter. Wgt. of roll should equal 2.5 oz. A. Weight per roll 2.2 oz B. Number/package 12 C. Trade name or label Ginsburg D. Dietary fiber 0g	\$3.19
30	A. Weight per roll 3 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary Fiber 3g	\$3.33
32	CLUB ROLLS, Wgt. of roll should equal 2 oz. A. Weight per roll 2.2 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 1g	\$2.82

	AMOROSO BAKING COMPANY – VENDOR 2	
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	DESCRIPTION	UNIT
	BESCIAII TION	PRICE
34	DINNER ROLL Wgt. of roll should equal 1 oz.	\$2.52
	A. Weight per roll 1.5 oz B. Number/package 12	
	C. Trade name or label Amoroso D. Dietary fiber 1g	
37	MULTI-GRAIN SANDWICH ROLL, 2 oz.	\$2.80
	A. Weight per roll 2 ozB. Number/package 12C. Trade name or label StroehmannD. Dietary Fiber 2g	
45	WHEAT HAMBURGER ROLLS, Weight should equal 1.8 oz.	\$2.30
	A. Weight per roll 1.8 oz B. Number/package 12 C. Trade name or label H&S D. Dietary fiber 3g	
46	WHEAT HOT DOG ROLLS, Weight should equal 22 oz.	\$2.30
	A. Weight per roll 1.8 oz B. Number/package 12 C. Trade name or label H&S D. Dietary fiber 3g	
48	WHOLE WHEAT, SUB ROLL, 4" BLUNT END, pre sliced, whole wheat, 2 oz.	\$2.76
	A. Weight per roll 2.2 ozB. Number/package 12C. Trade name or label AmorosoD. Dietary fiber 4g	
49	WHOLE WHEAT, SUB ROLL, 6" BLUNT END," presliced, 2 oz.	\$3.08
	A. Weight per roll 3 ozB. Number/package 12C. Trade name or label AmorosoD. Dietary fiber 4g	

	AMOROSO BAKING COMPANY – VENDOR 2	
	GSS-MU-08-005-VM	
	DESCRIPTION	UNIT
		PRICE
51	PITA BREAD	\$1.85
	A. Number/package 6 B. Trade name or label Pitars C. Dietary fiber 0 g=	

DELIVERY

SHIP STOCK: 1 DAYS ARO

SHIP NON-STOCK: 1 DAYS ARO

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ADDITIONAL TERMS AND CONDITIONS

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12. BILLING:

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

13. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

14. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

15. ORDERING PROCEDURE:

Successful contractors 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. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

16. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

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17. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

18. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

19. AGENCY'S RESPONSIBLIITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

20. NUTRITIONAL ANALAYSIS:

All items must have labels stating nutritional value on each pack. One of the goals of the state agencies is to adopt policies ensuring that all foods and beverages available contribute toward eating patterns that are consistent with the Dietary Guidelines. In lieu of the goals, we ask that as many items as possible fall under the guidelines of nutritional dietary fiber. Fiber content should be at least 3 grams per serving.

21. HACCP:

"Each Awarded vendor(s) shall provide a letter stating that they follow a Hazard Analysis and Critical Control Points (HACCP) program or good manufacturing practices." Each vendor is to send a letter to each buyer/purchasing agent to keep on file, this letter must state that they have a HACCP program or follow good manufacturing practices.

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22. **SUBCONTRACTS**:

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

STROHEMANN'S CONTACTS

SUPERVISOR'S NAME FOR CONTACTING WHEN PROBLEM CANNOT BE RESOLVED THROUGH THE DRIVER:

ZONES 1 & 2

SUPERVISOR'S NAME FOR CONTACTING WHEN PROBLEM CANNOT BE RESOLVED THROUGH THE DRIVER:

Driver Name: John Coverly, Dover SUPERVISOR: Matthew Moore, Dover, DE 302-328-0837

Driver Name: Tony George, Brandywine SUPERVISOR: Tom Dilabio, Brandywine, DE 800-635-1685

ZONE 3

Driver Name: Troy Smith, Seaford SUPERVISOR: Steve Walick, Salisbury, MD 410-543-2167

AMOROSO'S CONTACTS

SUPERVISOR'S NAME FOR CONTACTING WHEN PROBLEM CANNOT BE RESOLVED THROUGH THE DRIVER:

ZONES 1

Driver Name: John Gantz- Newark and Bear

Driver Name: Joe Dochio- Newark and Wilmington

Driver Name: Fran Brown- Hockessin and Wilmington

Driver Name: Rocco Lodisse- Brandywine and Wilmington

Driver Name: Gary Moore- NewCastle
Driver Name: Jim Botson- Wilmington
Driver Name: Rich Blakemore- Newark

SUPERVISOR: Dave McCrae, Philadelphia, PA 800-377-6557

ZONES: 2 & 3:

Driver Name: Jerry Boyle- Middletown to Dover

Driver Name: Joe Mitchell- South of Dover

SUPERVISOR: Dave McCrae, Philadelphia, PA 800-377-6557

Revised 11/17/08:vlm