

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 #3 EFFECTIVE DATE JULY 1, 2009**
CONTRACT NUMBER: GSS-MU-08-005-VM
BREAD AND BREAD PRODUCTS

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT:	2
2. CONTRACT PERIOD:	2
3. VENDORS:	2
4. SHIPPING TERMS:	3
5. DELIVERY AND PICKUP:	3
6. PRICING:	3
ADDITIONAL TERMS AND CONDITIONS	14

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT: [\(Return to Table of Contents\)](#)

REF: Title 29, Chapter 6911(d) Delaware Code. 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: [\(Return to Table of Contents\)](#)

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

Contract has been extended through June 30, 2010.

3. VENDORS: [\(Return to Table of Contents\)](#)

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

1. <u>STROEHMANN BAKERIES</u> 3996 Paxton Street Harrisburg, PA 17111 Contact: Carol Hanford Phone: 717-564-1891 ext. 110 Fax: 717-564-1581 E-Mail: chanford@gwbakeries.com ZONES 1, 2 & 3	2. <u>AMOROSO BAKING COMPANY</u> 845 S. 55 th Street Philadelphia, PA 19143 Contact: Dave McCrae Phone: 800-377-6557 Fax: 215-471-5323 E-Mail: dmccrae@amorosobaking.com ZONES 1, 2 & 3
---	---

Revised: Feb. 12, 2009 vlm

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). ALL 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:

[\(Return to Table of Contents\)](#)

F.O.B. destination.

10. DELIVERY AND PICKUP:

[\(Return to Table of Contents\)](#)

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:

[\(Return to Table of Contents\)](#)

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

Award Notice

	STROEHMANS - VENDOR 1	
	GSS-MU-08-005-VM	
	DESCRIPTION	UNIT
		PRICE
1	BREAD, WHITE, Pullman, sliced, square, large Pullman. Wgt. Of slice should equal .9 oz. 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	1.10
2	BREAD, WHITE, square. Wgt. Of slice should equal .9 oz. 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	1.10
3	BREAD, WHEAT, cracked wheat, sliced square, large Pullman. Wgt. of slice should equal .9 oz. 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	1.42
4	BREAD, RYE, square large Pullman. Wgt. Of slice should equal .9 oz. 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	1.45

Price change effective July 1, 2009

	STROEHMANS - VENDOR 1	
	GSS-MU-08-005-VM	
	DESCRIPTION	UNIT
		PRICE
10	TEXAS TOAST sliced 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	1.27
11	RAISIN BREAD sliced A. Weight of Loaf 16 oz B. Number of usable slices 16 /loaf C. Cost per slice \$.162 D. Trade name or label Baker's Touch E. Dietary fiber 1g	2.69
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	1.42
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	1.80

Price changes effective July 1, 2009

	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. A. Weight per roll 1.8 oz. B. Number/trays 16 C. Trade name or label Baker's Touch D. Dietary fiber 2g	2.79
17	HAM ROLLS/SLICED/ TRAY, individual, uniform, round, soft, sliced, tray. Wgt. of roll should equal 1.8 oz. A. Weight per roll 1.8 oz B. Number/trays 30 C. Trade name or label FS Bulk D. Dietary fiber 1g	3.75
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	1.80
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	1.42

Price changes effective July 1, 2009

	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. A. Weight per roll 1.875 oz B. Number/package 8 C. Trade name or label Baker's Touch D. Dietary fiber 1g	2.09
32	CLUB ROLLS, Wgt. of roll should equal 2 oz. A. Weight per roll 1.8 oz B. Number/package 8 C. Trade name or label Maier's D. Dietary fiber 1g	2.09
35	DINNER ROLL, SPLIT TOP, Wgt. of roll should equal 1 oz. A. Weight per roll 1.12 oz B. Number/package 16 C. Trade name or label Baker's Touch D. Dietary fiber 1g	1.65
36	DINNER ROLL, WHEAT, SPLIT TOP 1 oz. A. Number/package 12 B. Dietary Fiber 2g	2.69
37	MULTI-GRAIN SANDWICH ROLL, 2 oz. A. Number/package 12 B. Trade name or label Baker's Touch C. Dietary Fiber 2g	2.19
39	ENGLISH MUFFINS, 2 OZ, TRAY OF 60, Wgt. of muffin should equal 2 oz. A. Weight per dozen 24 oz B. Number/package 12 C. Trade name or label Baker's Touch D. Dietary fiber 1g	2.29

Price changes effective July 1, 2009

	STROEHMANS - VENDOR 1	
	GSS-MU-08-005-VM	
	DESCRIPTION	UNIT
		PRICE
42	BREAD, WHITE WHOLE GRAIN, LOAF, White Whole Grain A. Weight per loaf 20 oz B. Number of useable slices 10 C. Trade name or label Stroehmann's D. Dietary fiber 4g	1.99
43	POTATO HAMBURGER ROLL,. Weight should equal 1.8 oz. A. Weight per dozen 15 oz B. Number/package 8 C. Trade name or label Dutch Country D. Dietary fiber 1g	1.59
44	POTATO HOT DOG ROLL, Weight should equal 1.8 oz. A. Weight per dozen 15 oz B. Number/package 8 C. Trade name or label Dutch Country D. Dietary fiber 1g	1.59
45	WHEAT HAMBURGER ROLLS, Weight should equal 1.8 oz. A. Weight per dozen 30 oz B. Number/package 16 C. Trade name or label Baker's Touch D. Dietary fiber 2g	2.79
46	WHEAT HOT DOG ROLLS, Weight should equal 22 oz. A. Weight per doz 30oz B. Number/package 16 C. Trade name or label Baker's Touch D. Dietary fiber 2g	2.79
47	SPLIT TOP WHEAT BREAD, LOAF, Weight should equal 22 oz. A. Weight of Loaf 20 oz B. Number of usable slices 24 /loaf C. Cost per slice \$.060 D. Dietary fiber 2g	1.52

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

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

AMOROSO BAKING COMPANY – VENDOR 2		
GSS-MU-08-005-VM		
DESCRIPTION		UNIT
		PRICE
26	<p>HARD KAISER ROLL, plain, large, sliced, 3 ½” – 4” diameter. Wgt. of roll should equal 2.5 oz.</p> <p>A. Weight per roll 3 oz B. Trade name or label Amoroso C. Dietary fiber 3g</p>	\$3.39
27	<p>HARD KAISER ROLL, 4” DIAMETER, WHEAT</p> <p>A. Weight per roll 2.2 oz B. Trade name or label Amoroso C. Dietary Fiber 3g</p>	\$2.93
28	<p>HARD, KAISER ROLL, 2” to 2 ½” in diameter. Wgt of roll should equal 1.8 oz.</p> <p>A. Weight per roll 2.2 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 1g</p>	\$2.79
29	<p>SOFT KAISER ROLL, plain, large, sliced, 3 ½” to 4” in diameter. Wgt. of roll should equal 2.5 oz.</p> <p>A. Weight per roll 2.2 oz B. Number/package 12 C. Trade name or label Ginsburg D. Dietary fiber 0g</p>	\$3.19
30	<p>SEEDED KAISER ROLL, SLICED</p> <p>A. Weight per roll 3 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary Fiber 3g</p>	\$3.33
32	<p>CLUB ROLLS, Wgt. of roll should equal 2 oz.</p> <p>A. Weight per roll 2.2 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 1g</p>	\$2.82

	AMOROSO BAKING COMPANY – VENDOR 2	
	GSS-MU-08-005-VM	
	DESCRIPTION	UNIT
		PRICE
34	DINNER ROLL Wgt. of roll should equal 1 oz. A. Weight per roll 1.5 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 1g	\$2.52
37	MULTI-GRAIN SANDWICH ROLL, 2 oz. A. Weight per roll 2 oz B. Number/package 12 C. Trade name or label Stroehe mann D. Dietary Fiber 2g	\$2.80
45	WHEAT HAMBURGER ROLLS, Weight should equal 1.8 oz. A. Weight per roll 1.8 oz B. Number/package 12 C. Trade name or label H&S D. Dietary fiber 3g	\$2.30
46	WHEAT HOT DOG ROLLS, Weight should equal 22 oz. A. Weight per roll 1.8 oz B. Number/package 12 C. Trade name or label H&S D. Dietary fiber 3g	\$2.30
48	WHOLE WHEAT, SUB ROLL, 4" BLUNT END, pre sliced, whole wheat, 2 oz. A. Weight per roll 2.2 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 4g	\$2.76
49	WHOLE WHEAT, SUB ROLL, 6" BLUNT END," pre-sliced, 2 oz. A. Weight per roll 3 oz B. Number/package 12 C. Trade name or label Amoroso D. Dietary fiber 4g	\$3.08

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

DELIVERY

SHIP STOCK: 1 DAYS ARO

SHIP NON-STOCK: 1 DAYS ARO

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

12. BILLING:

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). 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.

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 RESPONSIBILITIES:

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 ANALYSIS:

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.

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