Government Support Services – Contracting
100 Enterprise Place
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Dover, DE 19904-8202

July 26, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: VICKI L. MACKLIN
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4553

SUBJECT: **AWARD NOTICE, Addendum #3, effective January 1, 2011**
CONTRACT NO. GSS10044-COFFEE/TEA
COFFEE & TEA

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

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1. **MANDATORY USE CONTRACT**:

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 the Division of Support Services, Department of Administrative Services. 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 from October 15, 2010 through September 30, 2011. Each contract may be renewed for four (4) additional one (1) year periods through negotiation between the contractor and the Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. **VENDORS:**

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ELLIS COFFEE COMPANY
2835 Bridge Street
Philadelphia, PA 19137
Contact: Debbie Goldstein
Phone: 800-822-3984
Fax: 215-535-5311
Email: dgable@elliscoffee.com

4. **SHIPPING TERMS:**

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F.O.B. destination.

5. **DELIVERY AND PICKUP:**

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ELLIS COFFEE COMPANY
SHIP STOCK: 2 DAYS ARO
SHIP NON-STOCK: 5 DAYS ARO

6. PRICING:

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ITEMS 1A, 1B, 1C, 1D and 1E: Quoted coffee prices are based on the coffee futures market April 30, 2008 at $1.35 per pound plus a normal mark up.

NOTE: Pricing for Items 1A, 1B, 1C, 1D and 1E will change monthly based on the "C" market Price on the last day of the month. Updated pricing will be sent on a monthly basis.

ITEMS 3 – 8: Quoted prices will remain firm for the duration of the contract.

1. Coffee, Urn type, for institutional use, regular grind, high yield, to contain no sour or fermented beans.

ELLIS COFFEE COMPANY						
*Wall Street Market Price Month Ending: 5/31/10						
		COFFEE ONLY		**COFFEE W/ EQUIPMENT, SERVICE AND SUPPLIES**		
DESCRIPTION	.	COST PER CASE			COST PER CASE	
A. 10 ounce bags (regular) Packaging: 32 (#bags/case) Yield/Pkg: 50 (#cups/pkg.)		$ 60.40			$ 65.40	
B. 16 ounce bags (regular) Packaging: 24 (#bags/case) Yield/Pkg: 50 (#cups/pkg.)		$ 72.00			$ 78.00	
C. 10 ounce bags (decaf) Packaging: 32 (#bags/case) Yield/Pkg: 50 (#cups/pkg.)		$ 69.00			$ 74.00	
D. 2 oz. pkg. (regular) Packaging: 128 (#bags/case) Yield/Pkg: 12 (#cups/pkg.)		$ 48.80			$ 52.80	
E. 2 oz. pkg (decaf) Packaging: 96 (#bags/case) Yield/Pkg: 12 (#cups/pkg.)		$ 42.48			$ 45.48	

NOTE: Pricing for Items 1A, 1B, 1C, 1D AND 1E, will change monthly based on the "C" market price on the last day of the month. Updated pricing will be sent on a monthly basis.

January 2011

3 thru 8.

ELLIS COFFEE COMPANY			
	COFFEE AND SUPPLIES		
DESCRIPTION		COST PER CASE	
3 .Coffee, Decaffeinated, 10/100 pkgs/cs. Sanka or approved equal. Brand Bid: Frz Dry Decaf Packaging/Case: 6/100		$ 40.50	
4. Tea Bags, "Ice Tea Pack", 100-1 ounce/cs Brand Bid: Ellis Iced Tea Packaging/Case: 100/1		$ 10.25	
5. Tea Bags, with string and tags, 1M/case Brand Bid: Special Select Packaging/Case: 10/100		$ 18.75	
6. Tea Bags, decaffeinated with string and tag. 10/100/case Brand Bid: National Ice Tea Packaging/Case: 6/100		$ 22.30	
7. Filters, 18x6, 1000 ct. Brand Bid: FILTERS Packaging/Case: 1000 CT.		$ 15.25 *	
8. Filters, 20x8, 500 ct Brand Bid: FILTERS Packaging/Case: 500 CT.		$ 19.95 *	

*** IF AGENCY WANTS TO PURCHASE ADDITIONAL FILTERS.**

ADDITIONAL TERMS AND CONDITIONS

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7. **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.

8. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

9. **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 the Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. **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 State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

11. **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.

12. **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.

13. **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.

14. **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.