



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 1, 2011

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #1**, September 20, 2011
CONTRACT NO. GSS11005-BREAD_PROD
BREAD AND BREAD PRODUCTS

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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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:

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Each contractor's contract shall be valid for a one (1) year period from July 1, 2011 through June 30, 2012. Each contract may be renewed for four(4) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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|---|--|
| GSS11005-BREAD_PROD V01 Bimbo Foods, Inc. 3996 Paxton Street Harrisburg, PA 17111 Contact: Ray Piovesan Phone: 610-360-0292 Fax: 717-564-1581 E-Mail: RPiovesan@bbumail.com | GSS11005-BREAD_PROD V02 <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 |
| GSS11005-BREAD_PROD V03 Schmidt Baking Co., Inc. 7801 Fitch Lane Baltimore, MD 21236 Contact: Cinnamon O'Connor Phone: 800-456-2253 x 5625 Fax: 410-882-2051 E-Mail: coconnor@schmidtbakeries.com | GSS11005-BREAD_PROD V04 Deluxe Italian Bakery, Inc. 680 E. Clements Bridge Road Runnemede, NJ 08078 Contact: Philip Racobaldo Phone: 856-939-5000 Fax: 856-939-0675 E-Mail: mrphilrock@aol.com |

The contact information has been updated for Schmidt Baking Co., Inc.

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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Delivery shall be each day that school is in session before 8:00 a.m., except for Wednesday, and to state agencies as ordered. It shall be the responsibility of the agency to provide vermin proof boxes, if required. All food items shall be delivered in vehicles maintained in sanitary conditions. The School Nutrition/Food Service Supervisor shall specify delivery days. Vendor shall provide a copy of agreed upon delivery schedule. Additional deliveries per week may be required as necessary. An authorized individual must sign all delivery slips. Any delivery slip not signed may not be submitted for payment. Any deliveries left on dock unattended and without a signature from authorized party, will be considered a non-delivery.

6. PRICING:

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

See excel pricing sheet on website:

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. 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.

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 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 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.

11. 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.

12. 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".

13. 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. Baskets are acceptable.

14. 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/extension if requested by the using Agencies/School Districts.

15. 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.

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.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

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.