



Government Support Services – Contracting  
100 Enterprise Place  
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June 23, 2011

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**  
**CONTRACT NO. GSS11578C-MEAT**  
**MEAT, POULTRY, FISH, & DAIRY**

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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 Vendors contract shall be valid for a period from July 1, 2011 through September 30, 2011. Each contract may be renewed for three (3) additional three (3) month periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than sixty (60) days prior to the termination of the current agreement.

3. **VENDORS:**

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**This is a Multiple Award Contract.** The addresses of the authorized suppliers are:

GSS11578C-MEATV01 Karetas Foods Inc. 1012 Tuckerton Court Reading, PA 19605 Vicky Friedmann 610-926-3663, EXT 3008 FAX: 610-926-1002 <a href="mailto:Vicky@karetasfoods.com">Vicky@karetasfoods.com</a> FSF ID: 0000017971	GSS11578C-MEATV02 Sysco Eastern Maryland 33239 Costen Road Pocomoke, MD 21851-0477 Nancy Linck 410-677-5527 Fax: 410-957-2207 <a href="mailto:Linck.nancy@lsfs.sysco.com">Linck.nancy@lsfs.sysco.com</a> FSF ID: 0000033811	GSS11578C-MEATV03 Clark's Trading Company PO Box 328 Wales, WI 53183 Clark Beier 262-968-5598 Fax: 262-968-3205 <a href="mailto:cbeirr@aol.com">cbeirr@aol.com</a> FSF ID: 0000027086
GSS11578C-MEATV04 Good Source Solutions, Inc. 1525 Faraday Avenue, #200 Carlsbad, CA 92008 Gil Hines 800-735-4319 FAX: 858-435-1175 <a href="mailto:gil@goodsource.com">gil@goodsource.com</a> FSF ID: 0000046037	GSS11578C-MEATV05 Food PRO Corporation 321 East 5 <sup>th</sup> Street Frederick, MD 21705 Holly Shirey 301-663-3171 x 240 FAX: 301-663-7711 <a href="mailto:hshirey@foodprocorp.com">hshirey@foodprocorp.com</a> FSF ID: 0000094068	GSS11578C-MEATV06 Dori Foods, Inc. PO Box 11365 Richmond, VA 23230 Sarah Cooper 804-355-1600 FAX: 804-355-1631 <a href="mailto:scooper@dorifoods.com">scooper@dorifoods.com</a> FSF ID: 0000055132

**SEE ATTACHED EXCEL SPREADSHEET FOR EACH VENDOR'S PRODUCTS AWARDED**

4. **SHIPPING TERMS:**

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F.O.B. destination.

5. **DELIVERY AND PICKUP:**

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If a Vendor is unable to deliver the product on the date specified, and within the lead time per contract, they are to call the Facility Food Service Manager or their designee and notify them of the new delivery date, a minimum of twenty-four (24) hours prior to the scheduled date. If the date is unacceptable to the facility or the Vendor fails to notify the facility, the item will be purchased on the open market and the defaulting Vendor charged the difference between the contract price and the price paid. The successful Vendor shall provide reasonable service for emergencies.

*Minimum Order Size.* There are **no minimum order** sizes for any of the suppliers under contract.

*Delivery Time.* The maximum time between order placement and delivery is as follows:

Department of Correction – Within 48 hours of requested delivery date.

Department of Health and Social Services - Deliveries may be made Monday through Friday, between the hours of 8:00 a.m. and 3:00 p.m. **Absolutely no deliveries will be accepted after 3:00 p.m.**

*Reporting.*

The State will receive reports from the awarded suppliers on a monthly basis that will help determine how the contract is being used, and how to improve the contract to better serve the States needs.

6. **DELIVERING OTHER THAN SPECIFIED:**

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Vendor(s) delivering other than the brand and packaging specified in their bid will have their product(s) refused and returned at the Vendor(s) expense shortly thereafter. The items will be purchased on the open market and the defaulting Vendor(s) charged the difference between the contract price and the price paid.

7. **PRICING:**

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Prices shall remain firm for the term of the contract unless price adjustment has been approved at the intervals described below.

**SEE ATTACHED EXCEL SPREADSHEET FOR EACH VENDOR'S PRODUCTS AWARDED**

**ADDITIONAL TERMS AND CONDITIONS**

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8. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the additional three (3) month option, Government Support Services shall have the option of offering a determined price adjustment and 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 previous published twelve (12) month period at the time of renegotiation.

9. **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.**

10. **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.

11. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Government Support Services to do otherwise. Written specifications and/or samples of substitutions must be submitted if requested by the ordering agency if an approved brand is not available for delivery. If it is deemed that the product is inferior to that of the product on contract the agency may accept shipment, but adjusted pricing is required. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

12. **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.

13. **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.

14. **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.

If any supplier fails to meet this level of performance, it should be reported to Sandra David.

15. **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.

16. **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>.

17. **CONTACT INFORMATION:**

*GSS Contact.*

The State's primary contact for this contract is Vicki Macklin, Contract Officer for Office of Management and Budget, Government Support Service (302) 857-4553.

18. **BACK ORDERS:**

It is the responsibility of the Vendor to notify the ordering agency regarding any back orders at least 24 hours prior to delivery of the ordered items. All back orders must be delivered within 5 days of notification, and or according to the Service Level Metric per the bid.

19. **MENU AND RECIPE SUPPORT: (for DHSS/DSCYF Facilities)**

Vendor will provide menu, recipe and nutrition data in both electronic and paper format. Recipes will be developed for 10, 50 and 100 servings. The nutrient analysis will be provided in an Excel spreadsheet format.

20. **DELIVERIES: (for DHSS/DSCYF Facilities)**

Deliveries may be made Monday through Friday, between the hours of 8:00 a.m. and 3:00 p.m.  
**Absolutely no deliveries will be accepted after 3:00 p.m.**

**Deliveries are to be made within 72 hours of original order.  
Karetas will deliver on Monday and Wednesday's of every week.**

Deliveries are to be made in a refrigerated truck in accordance with State of Delaware Food Code requirements. (<http://www.dhss.delaware.gov/dhss/dph/hsp/files/99fdcodechap3.txt> )

All cases must be identified as to content and purchase order number.

Vendor delivery men must assist in unloading.

Total poundage per item delivered must be within a five percent (5%) tolerance of the specified amount ordered.

21. **PERFORMANCE: (for DHSS/DSCYF Facilities)**

**Late/No Deliveries — Due to locations ordering based on weekly menus there is not room for late or no deliveries. Those vendors not able to meet the 72 hour delivery timeframe will have their order/products cancelled and will be charged the difference between their bid and the open market purchase. If there is a delay anticipated vendors must notify the ordering agency and give the Agency the choice to accept delivery at a later date with a proposed delivery date or purchase open market. If Agency accepts the alternative delivery date and product is not received, Agency will automatically purchase product open market and back charge the contracted vendor any difference in cost. If Agency, is not contacted prior to delivery and given the choice to accept product at a later date or purchase open market, Agency will automatically purchase open market and back charge the contracted vendor any difference in cost. Three late deliveries to any agency will result in removal from the bidders list for a three (3) month period.**

**Inferior Merchandise** — Those vendors delivering merchandise of inferior quality, delivering in other than the manner specified will have their merchandise refused. Vendors will be given 24 hours to deliver the proper merchandise as specified. Failure to deliver within 24 hours will result in the vendor being charged the difference between their bid and the open market purchase. Three deliveries of inferior merchandise will result in removal from the bidders list for a three (3) month period.

**Quality of Merchandise** – If quality of merchandise is questionable and the receiving agency and vendor cannot reach an agreement, a State of Delaware and/or a Federal Meat Inspector will be called in to inspect the merchandise. The decision of the Inspector will be final. Costs will be borne by the vendor.

**Repetitive Infractions** – Those vendors with 2 suspensions from the bidders list will automatically be removed from our bidders list.

21. **PRODUCT GUARANTEES:**

Vendor guarantees against denting, swells and can detinning for a period of 12 months from date of delivery. All products specified herein, shall be processed, packaged and delivered in accordance with any and all applicable regulations, including those of the State of Delaware and Federal Food & Drug Administration Food Codes.

22. **STOCK ITEMS:**

All items bid will be considered stock items, unless otherwise noted on the bid.

23. **INSPECTION:**

Upon delivery the material will be inspected, and if found to be defective or it fails in any way to meet the specifications or approval of Food Service Supervisor, the items may be rejected or returned. All shortages must be reported to the Vendor within five (5) working days of receipt and replaced by the within five (5) days of the report.

24. **VENDOR EVALUATION:**

The User Agencies and Government Support Services will evaluate Vendor(s) during the contract period. The Evaluation will include, but not limited to: timeliness of deliveries, quality of products, back orders; adequate packing lists, invoicing; and compliance resolution. Performance discussions with the awarded Vendor(s) will occur during the contract period. If the performance of the Vendor(s) deemed unacceptable, their names will be removed from the bidders list for future consideration.

25. **SAMPLES:**

Government Support Services, reserves the right to require a Vendor to furnish samples of any item awarded after the bid. Upon request by an Agency, the Vendor must comply within 7 days after the request for samples. The samples must be furnished free of charge, marked with item number and Vendor's name, and delivered to the designated agency. The state agencies, in accordance with FDA and State of Delaware Food Codes, will evaluate these samples. Samples must be delivered in the same container that will be used for delivery during the contract period.

26. **RETURN POLICY:**

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Contract Users, be returned to the Supplier's warehouse at the Supplier's expense within 30 days. Return Authorizations (RA's) must be credited immediately once Supplier receives the returned goods.

27. **CUSTOMER SERVICE:**

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The Supplier(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 number preferred).

Both the State and the Supplier(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

28. **QUALITY ASSURANCE:**

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The Supplier(s) is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of 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 supplier(s). The Supplier(s) is to agree to repair and/or immediately replace without charge to Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified.

**[SEE ATTACHED EXCEL SPREADSHEET FOR EACH VENDOR'S PRODUCTS AWARDED]**