



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 23, 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 – Effective October 1, 2011**
CONTRACT NO. GSS11578D-MEAT
Meat, Poultry, Fish, Dairy

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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 vendor's contract shall be valid for three months from October 1, 2011 through December 31, 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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<p>GSS11578D-MEATV01 Advanced Commodities, Inc. 840 W. Bartlett Rd., Suite 3 Bartlett, IL 60103 POC: Chris Mackowiak PH: 630-372-9200 FX: 630-372-9600 Email: advcomminc@aol.com FSF: 0000022354</p>	<p>GSS11578D-MEATV02 Food Pro Corporation 321 E 5th Street Frederick, MD 21705 POC: Holly Shirey PH: 301-663-3171 (240) FX: 301-663-7711 Email: hshirey@foodprocorp.com FSF: 0000094068</p>
<p>GSS11578D-MEATV03 Good Source Solutions, Inc. 1525 Faraday Ave., Suite 200 Carlsbad, CA 92008 POC: Gil Hines PH: 800-735-4319 FX: 858-435-1175 Email: gil@goodsource.com FSF: 0000046037</p>	<p>GSS11578D-MEATV04 The Great Gourmet 5115 Clark Canning House Road Federalsburg, MD 21632 POC: Catherine McMahon PH: 410-754-8800 FX: 410-754-5997 Email: Catherine@thegreatgourmet.com FSF: 0000069245</p>
<p>GSS11578D-MEATV05 Hillandale Farms of DE PO Box 269 (149 Sydell Dr.) Hartly, DE 19953 POC: Rita Fabi PH: 302-492-3644 FX: 302-492-8924 Email: ritafabi@aol.com FSF: 0000028951</p>	<p>GSS11578D-MEATV06 North Atlantic Fish Co., Inc. PO Box 3187 Gloucester, MA 01931 POC: Marla Covitz PH: 978-283-4121 FX: 978-283-5948 Email: marla@northatlanticfish.net FSF: 0000047334</p>

4. **SHIPPING TERMS:**

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F.O.B. destination.

5. **DELIVERY AND PICKUP:**

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Vendor will deliver as specified on order. **Failure to notify Michael Street, Warehouse Supervisor, Department of Correction, at (302) 653-2862, of late deliveries will result in the purchase being made on the open market and the difference being charged to the vendor.** Deliveries are to be made in a mechanically refrigerated truck. All containers must be identified as to content. Vendor's deliverymen must assist in unloading. **NOTE: DELIVERIES MUST BE WITHIN 48 HOURS OF REQUESTED DELIVERY DATE. VENDORS ARE REQUIRED TO CONTACT THE CENTRAL SUPPLY WAREHOUSE WHEN UNABLE TO DELIVER AS REQUESTED.**

Deliveries accepted between 6:30 AM and 1:30 PM, Monday through Friday. This location does not accept deliveries between 11:00 AM and 11:45 AM local time and on holidays.

No partial shipments accepted per line item.

Deliveries shall be subject to re-weighting over official sealed scales designated by the State. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed to such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by DOC.

6. **PRICING:**

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

SEE ATTACHED EXCEL SPREADSHEET FOR EACH VENDOR'S PRODUCTS AWARDED

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. REQUIREMENTS:

This contract will be issued to cover the Meat, Poultry, Fish & Dairy requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

12. 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.

13. 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.

14. 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.

15. 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>.

16. USDA GRADE STAMP

All meat products with grade specified must have USDA Grade Stamp on item itself, i.e. Outside Round shall have a purple stamp reading "USDA Select."

17. DELIVERY TICKETS

All delivery tickets, including direct deliveries from the manufacturer or from your warehouse, must reference the FS requisition number, e.g. FS-302, located on the top right hand side of the Department of Correction (DOC) order sheet – failure to comply with this request may result in delayed payment of invoice.

18. LABELING REQUIREMENTS

- a. All exterior packaging shall be labeled with:

Product name
Product/Item code
Brand/Packer's name
USDA inspection stamp
Unit/pack size
Pack date
Ingredients
Nutritional values including Sodium and Fat content
Safe handling instructions, to include storage and shelf life
Thawing instructions, if applicable
Cooking instructions, if applicable

- b. All interior packaging with multi-package units that require interior labeling per product specifications, shall be labeled with:

Product name and package weight

- c. All meat products with grade specified must have:

USDA Grade Stamp on item itself, i.e. Gooseneck bottom Round shall have a purple stamp reading "USDA Select."

19. ORGANOLEPTIC REQUIREMENTS

All meats for purpose of this contract shall be free from rancidity; free of fruity, sulfide-like, cardboardy, tallowy, oily, oxidized, metallic, chlorine and other off or foreign odors; free of foreign materials (e.g., glass, metal, paper, rubber); must show no evidence of mishandling or deterioration; and must have bright color with no evidence of dehydration or freezing and thawing. Any product that does not comply with the organoleptic requirements will be rejected for use under this contract.

20. BILLING/PAYMENT OF INVOICES

The contractor must prepare and submit a **valid** invoice to DOC. **The invoice must include the DOC Requisition Number on shipping tickets and invoices.**

21. METHOD OF CONTAINERS

Unless otherwise specified, goods shall be delivered in NSF approved commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Department unless otherwise definitely specified by Bidder.

22. INSPECTION AND TESTS

Inspection of equipment, materials and supplies shall be made by or at the direction of the Department, or by the agency to which the goods are delivered, and any articles supplied that are defective or fails in any way to meet specifications or other requirements of the contract will be rejected. All laboratory tests required shall be made under the direction of the Purchasing Office. The decision of the DOC on acceptance shall be final.