



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

July 10, 2012

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

FROM: Monnica May  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4553

SUBJECT: **AWARD NOTICE, Addendum #3, Effective July 28, 2015**  
**CONTRACT NO. GSS12035-ICE\_CREAM**  
**Ice Cream**

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** All Covered Agencies as defined in 29 Del. C. §6902(6) 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, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Invitation to Bid.

### **2. CONTRACT PERIOD**

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Each vendor's contract shall be valid for one (1) year from August 1, 2012 through July 31, 2013. Each contract may be renewed for four (4) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended through July 31, 2014 and has (3) additional extensions remaining.

Addendum #2 will extend the contract for an additional one (1) year term until July 31, 2015. All other terms and conditions remain the same.

**Addendum #3 extends this contract for an additional month through August 31, 2015.**

### **3. VENDORS:**

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Simco Logistics  
DBA Jack & Jill Ice Cream  
101 Commerce Drive  
Moorestown, NJ 08057  
Contact: Pat Thoma  
Phone: 856-813-2305  
Fax: 856-813-2335  
Email: [custserv@jjicc.com](mailto:custserv@jjicc.com)

GSS12035-ICE\_CREAM V01  
FSF: 0000046065

### **4. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

### **5. DELIVERY AND PICKUP**

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Deliveries shall be made directly to individual schools or other requesting agencies on a weekly basis following placement of orders (or as needed). Each location shall agree upon its own delivery time, but delivery shall be made during regular working or school hours. Deliveries shall only be made while agency

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or school food service employees are on duty. Ice cream deliveries shall be placed in recipient's ice cream freezer or other appropriate storage space available.

Food service personnel will reserve the right to reject whole or partial shipments if ice cream is determined to not be sufficiently frozen at the time of delivery. Delivery drivers shall coordinate with location food personnel to ensure timely verification of delivery, and prevent deterioration of product.

Delivery slips must be signed by authorized agency or school food service personnel. Acceptance shall be for goods received and will not verify invoice accuracy. Separate invoices for each agency or school should be sent to the agency or school district food service office no later than three (3) working days after the last delivery of the month. When schools close in June, bills are to be sent to the district school food service no later than three (3) working days after the last ice cream delivery.

**6. PRICING**

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

**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. 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 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.

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- 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>.

**15. TECHNICAL SPECIFICATIONS**

**QUALITY**

Ice cream products shall follow the code of Federal Regulations of the United States Government. All products are to meet standards set by the Federal Food and Drug Administration. All products prepared and handled must meet State of Delaware Board of Health requirements and are subject to inspection by said department.

All items bid shall comply with Delaware State Code for Ice Cream and Ice Milk - Section 1, Chapter 41, Title 16 as amended 1974.

Ice Cream shall contain - not less than 10% by weight of milk fat and 20% by weight milk solids not less than 1.6 pounds total food solids per gallon and weight not less than 4.5 pounds per gallon.

Vendor must furnish with his bid, a certified copy of the analysis of each item including bacteria count, total solids, milk fat, and all other information required by the State Department of Health.

Vendor shall provide Ice Cream for state agencies and school districts that meet the following criteria in response to this national epidemic of Childhood Obesity and Type II Diabetes, Delaware is committed to promote the health of our Children. The Surgeon General formed a national committee called, "Commitment to Change". This committee created the framework for states to develop state action teams and goals. One of these goals is to adopt policies ensuring that all foods and beverages available on school campuses and school events contribute toward eating patterns that are consistent with the Dietary Guidelines.

And, In lieu of the above action and goals we ask that as many items as possible fall under the guidelines of: Portion size for frozen desserts should be three (3) fluid oz. Calorie content should be no more than 35% calories from sugar or other sweeteners. Fat content should be no more than 8 grams of fat per serving and/or have 35% or less of its total calories from fat and saturated fats should be 10% or less of its total calories of trans fat.

The vendor shall submit with this bid, a copy of other ice cream items that meet this criteria and the pricing of the same.

**NUTRITIONAL VALUE**

Vendor must furnish with his bid, nutritional value and or analysis, a certified copy of the analysis of each item including bacteria count, total solids, milk fat, and all other information required by the State Department of Health.

**ICE CREAM CABINETS**

Ice cream cabinets shall be furnished by the successful vendor(s) to all agencies and schools in quantities which correspond to each agency or school's consumption (see equipment location schedule in the Appendix A – Pricing Spreadsheet). Each agency or school may elect to use its own refrigeration

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equipment, or may require the vendor to provide ice cream cabinets where needed. The vendor shall provide equipment based solely on the estimated and actual usage of ice cream during the term of this agreement. The vendor may remove ice cream cabinets which are not being used for its products. However, the vendor shall be required to increase refrigerated storage capacity if the Government Support Services determines that ice cream cabinets are not sufficient for an agency's or school's needs. The vendor shall service ice cream cabinets provided under this contract at the request of authorized school or agency personnel. Ice cream cabinets shall be replaced when, in the opinion of authorized school or agency personnel, the equipment is not giving satisfactory performance. In the event of failure of vendor provided equipment, the vendor shall be liable for the spoilage of all products in the freezer.

There is a chart that lists the school districts and agencies which use this contract and the current quantity of vendor furnished cabinets in the Appendix A. All others will rent at the price quoted in the Appendix A. These are subject to change and are best estimates.