



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

June 19, 2012

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

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

SUBJECT: **AWARD NOTICE, ADDENDUM #3** (Effective July 1, 2015)  
**CONTRACT NO. GSS12668-PIZZA**  
**Fresh Pizza**

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## **KEY CONTRACT INFORMATION**

### **1. NOT A MANDATORY USE CONTRACT**

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This Contract while not a mandatory use as defined by Title 29, § 6911 will be made available for use by all Delaware School Districts and all State agencies.

### **2. CONTRACT PERIOD**

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Each vendor's contract shall be valid for a one (1) year period from July 1, 2012 through June 30, 2013. Each contract may be renewed for three (3) one (1) year 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 one year through June 30, 2014.

This contract has been extended one year through June 30, 2015.

**This contract has been extended one year through June 30, 2016.**

### **3. VENDORS**

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#### **Season's Pizza**

1007 Church Road

Newark, DE 19702

POC: Andrew Papanicolas

PH: 302-836-0400

Email: [andypapanicolas@seasonspizza.com](mailto:andypapanicolas@seasonspizza.com)

FSF: 0000027989

### **4. SHIPPING TERMS**

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

### **5. DELIVERY**

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#### **a. TEMPERATURE OF DELIVERED PIZZAS**

Pizzas must be delivered in insulated containers to the school kitchen areas at a temperature greater or equal to 140 degrees F. If pizza arrives below this temperature the company will (within 30 minutes) deliver pizza of correct temperature.

#### **b. INVOICE AT TIME OF DELIVERY**

A two part invoice must accompany each delivery. Driver and Food Manager at each school site will document numbers and types of pizzas delivered, any damaged pizzas and sign invoice with a copy for both parties.

#### **c. DELIVERY TIMES**

Expected delivery times, by location, can be found in Appendix A. Please note that lunch schedules are subject to change.

**6. PRICING**

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

<b>Item Description</b>	<b>Cost per Slice</b>	<b>Cost per Pizza</b>
Cheese Pizza	0.656	\$5.25
Pepperoni Pizza	0.781	\$6.25

**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.
- 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. PIZZA SPECIFICATIONS**

### **a. SIZE**

- Minimum pizza size will be 15 inches. Pizza will be cut into 8 equal cuts of equal size slices.
- Each pizza will have a small plastic table inserted to keep the box from coming in contact with the pizza toppings.

### **b. COMPONENTS**

At a minimum:

- To meet the whole wheat crust the flour must contain at least **51%** whole wheat grains. Pizza crust must meet 2.0 bread exchanges (equivalent to 1.8 ounces or 50 grams per slice)
- Protein must meet 2.0 meat exchanges (equivalent to 2 ounces of lean protein per slice or 16 ounces cheese per pizza. Pizza shall be made (at a minimum) with 50% part skim mozzarella cheese and 50% whole milk mozzarella cheese.

### **c. CHEESE**

Protein must meet 2.0 meat exchanges (equivalent to 2 ounces of lean protein per slice or 16 ounces cheese per pizza). Pizza shall be made (at a minimum) with 50% part skim mozzarella cheese and 50% whole milk mozzarella cheese.

### **d. PEPPERONI**

To meet the cheese pizza specifications plus provide a detailed company specification that describes the type of pepperoni being used and the amount that is to be added to each pizza and/or slice.

### **e. NUTRITIONAL ANALYSIS**

Each vendor must supply a nutritional analysis breakdown of a slice of pizza or complete pizza recipe for a nutritional analysis to be completed. The nutritional information per slice must include: Calories (kcal), protein (gm), total fat (gm), saturated fat (gm), carbohydrates (gm), cholesterol (mg), calcium (mg), iron (mg), Vitamin A (re), Vitamin C (mg), sodium, and fiber (gm).

## **16. QUALITY CONTROL**

Pizza must be delivered to the school kitchen areas to be inspected and accepted by the Food Manager. Pizzas that are burnt or damaged due to improper handling or transportation will not be served. If the number of damaged pizzas delivered would impact the needed units to provide service to the students during that lunch period the vendor must provide emergency delivery of replacement pizzas to the school within a 30 minute time frame. If there are small quantities of damaged pizzas the Food Manager will document on invoice pizzas not to be paid for. All pizzas will have a small plastic table placed on pizza in box. This will protect the cheese topping from coming in contact with the box.

## **17. PAYMENT**

A detailed statement shall be provided at the end of each month to the district Child Nutrition Services Office located at 925 Bear-Corbitt Road, Bear, DE 19701. Each monthly statement must be broken down by school site, date of delivery, ticket number and type and quantity of pizza delivered.

**18. SPECIAL ORDERS**

All schools within Christina School District are covered under this contract. At various times of the year any of the district schools may host special events outside of the lunch requirements; including but not limited to: Parents Night, Pizza with the Principal. When special events are planned that require the delivery of fresh pizzas the school will notify the vendor of the location, quantity & type, and delivery time. The District requests a separate “Catering” account number be assigned each School location for billing these events. All special event bills should be directed in the same manner as the regular bills.