



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 1, 2012

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

FROM: THERESA NEWMAN
STATE CONTRACT PROCUREMENT OFFICER
302-857-4552

SUBJECT: **AWARD NOTICE – Addendum #2 –Effective July 1, 2015**
CONTRACT NO. GSS12674-JNTRL_SCH
Janitorial and Cafeteria Supplies (K12)

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OF
KEY CONTRACT INFORMATION**

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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.

This contract is issued to meet the requirements and needs of The Christina School District and other School Districts within the State of Delaware as those additional School Districts may elect to participate in this contract.

2. CONTRACT PERIOD

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Each Vendor’s contract shall be valid from August 1, 2012 through June 30, 2014. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Addendum # 1 extends the contract for one (1) additional year under the same pricing, terms, and conditions. The new contract expiration date is June 30, 2015.

Addendum # 2 extends the contract for one (1) additional year under the same pricing, terms, and conditions. The new contract expiration date is June 30, 2016.

3. VENDORS

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| | |
|---|--|
| GSS12674-JNTRL_SCHV01 FSF# 0000017719 Penn Jersey Paper Company 9355 Blue Grass Road Philadelphia, PA 19114 POC: Lori Zeaman PH: 215-992-5252 Email: lzeaman@pjponline.com | GSS11674-JNTRL_SCHV02 FSF# 0000026447 PK’s Wholesale Foods 915 South Heald Street Wilmington, DE 19801 POC: Eugenia Kirtsos PH: 302-656-5540 Email: eugenia@pksfood.com |
|---|--|

Refer to Pricing Spreadsheet for core list pricing awarded and discount offerings for non-core items.

4. SHIPPING TERMS

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F.O.B. destination.

5. DELIVERY

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Christina School District requires deliveries only during the times specified for all products under this contract to include all Janitorial and Cafeteria Supplies. Deliveries must accommodate facilities without loading docks and consider delivery vehicle sizes for schools located in residential areas.

| | | Delivery | Loading | Residential |
|-----------------------------------|---|-----------------|----------------|--------------------|
| School Name | Address | Times | Dock | Area |
| BREAKFAST SERVED 7:00-8:00 | | | | |
| Bancroft | 700 N. Lombard Steet-Wilmington-19801 | 7:30-12:00 | No | Yes |
| Palmer | 1210 Lobdell Street-Wilmington-19801 | 7:30-12:00 | No | Yes |
| Stubbs | 1100 Pine Street-Wilmington-19801 | 7:30-12:00 | No | Yes |
| Pyle Academy | 501 N. Lombard Street - Wilmington - 19801 | 7:30-12:00 | No | Yes |
| Marshall | 101 Barrett Run Road - Newark - 19702 | 7:30-12:00 | Yes | Yes |
| Bayard | 200 S. DuPont Street-Wilmington-19801 | 7:30-12:00 | No | Yes |
| Douglass | 1800 Prospect Street-Wilmington-19805 | 7:30-12:00 | No | Yes |
| Pulaski | 1300 Cedar Street - Wilmington - 19805 | 7:30-12:00 | No | Yes |
| Gauger/Cobbs | 50 Gender Road - Newark - 19713 | 7:30-12:00 | No | Yes |
| Brookside | 800 Marrows Road-Newark-19713 | 7:30-12:00 | No | Yes |
| Mc Vey | 908 Janice Drive - Newark - 19713 | 7:30-12:00 | No | Yes |
| Kirk | 140 Brennen Drive - Newark - 19713 | 7:30-12:00 | Yes | Yes |
| Brennen - DAP | 144 Brennen Drive - Newark - 19713 | 7:30-12:00 | No | Yes |
| Smith | 142 Brennen Drive - Newark - 19713 | 7:30-12:00 | No | Yes |
| Shue | 1500 Old Capital Trail - Newark - 19711 | 7:30-12:00 | No | Yes |
| Medill | 1500 Old Capital Trail - Newark - 19711 | 7:30-12:00 | No | Yes |
| Maclary | 300 St. Regis Drive-Newark-19711 | 7:30-12:00 | Yes | Yes |
| Christiana High-G Café | 190 Salem Church Road - Newark - 19713 | 7:30-12:00 | No | Yes |
| Christina High-H Cafe | 190 Salem Church Road - Newark - 19713 | 7:30-12:00 | No | Yes |
| Delaware School for the Deaf | 630 E. Chestnut Hill Road – Newark - 19713 | 7:30-12:00 | Yes | Yes |
| Jones | 35 West Main Street-Christiana, DE 19702 | 7:30-12:00 | No | Yes |
| Glasgow High | 1901 South College Avenue - Newark - 19702 | 7:30-12:00 | Yes | Yes |
| Newark High - D Café | 750 East Delaware Avenue - Newark - 19711 | 7:30-12:00 | No | No |
| Newark High - A Café | 750 East Delaware Avenue - Newark - 19711 | 7:30-12:00 | No | Yes |
| Downes | 220 Casho Mill Road-Newark-19711 | 7:30-12:00 | No | Yes |
| West Park | 193 West Park Place - Newark – 19711 | 7:30-12:00 | No | Yes |
| BREAKFAST SERVED 8:00-9:00 | | | | |
| Leasure | 1015 Church Road - Newark-19702 | 9:30-12:00 | Yes | No |
| Oberle | 500 Caledonia Way – Bear, DE 19701 | 9:30-12:00 | No | Yes |

| | | | | |
|----------------------------------|--|------------|-----|-----|
| Christina Early Education Center | 620 E. Chestnut Hill Road - Newark - 19713 | 9:30-12:00 | No | Yes |
| Wilson | 14 Forge Road - Newark-19711 | 9:30-12:00 | No | Yes |
| Gallaher | 800 Brownleaf Road-Newark-19713 | 9:30-12:00 | No | Yes |
| Brader | 350 Four Season's Parkway-Newark-19702 | 9:30-12:00 | No | Yes |
| Keene | 200 LaGrange Avenue-Newark-19702 | 9:30-12:00 | Yes | No |

Bold listings are cooking schools that require twice a week deliveries

- a. **FOOD:** Any vendors awarded this contract that also has the capabilities of providing food are hereby directed that food items cannot be delivered on the same truck as chemicals delivered under this contract.
- b. **PARTIAL SHIPMENT:** Government Support Services is requiring that all partial deliveries be made for in-stock items in a timely manner. Do not hold items until an order is complete. Ship all in-stock and out of stock items as soon as they are received.
- c. **OTHER THAN SPECIFIED:** Vendors 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 charged the difference between the contract price and the price paid.

6. PRICING

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Prices will remain firm for the term of the contract.

Prices quoted shall apply to all quantities. There will be no “small order”, “minimum order”, or “special order” charges or surcharges. There shall be no minimum quantity requirement, penalties for buying less than a full carton/case, or added discounts for ordering full cases.

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 meet the requirements and needs of The Christina School District and other School Districts within the State of Delaware as those additional School Districts may elect to participate in this contract.

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.

16. BACK ORDERS

It is the responsibility of the vendor to notify the ordering agency regarding any stock back orders 24 hours prior to delivery of the ordered items. All back orders must be delivered within 5 days of notification.

17. INSPECTION

Within five (5) working days of 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 the user committee, the items may be rejected and/or

returned. All shortages must be reported to the vendor within five (5) working days of receipt and replaced by the vendor within five (5) days of the report. PK's Wholesale Foods will address shortages before the next delivery.

18. LABELING & PACKAGING

All items shall be packaged and labeled in accordance with accepted trade practices in sufficiently sturdy and clean containers. Shipping cases shall be marked to show the name of the supplier, name and address of the receiving agency and the State Purchase Order Number. Itemized packaging list is to accompany all shipments.

19. PRODUCT AVAILABILITY

Vendors must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users by suppliers in writing within five (5) business days. In such instances, suppliers agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements. If purchase orders are on hand at the time the item becomes unavailable, it is the vendor's responsibility to notify the ordering agency and to offer a suitable substitute if available at the contract price.

20. CUSTOMER SERVICE

The Supplier(s) shall provide each of 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).

21. ACCOUNT MANAGEMENT

Once an account has been identified as being eligible to access the contract, the Supplier is expected to be able to correctly apply the appropriate pricing schedule to all invoices for that account. The Supplier shall designate one Inside Account Representative to service all of the State accounts to insure the uniform pricing. This representative shall support all reporting requirements of the Contract Officer in Government Support Services, Office of Management and Budget supporting this contract.

The Supplier(s) shall commit to periodic (quarterly, semi-annually or annually) reviews of internal customer satisfaction and shall make consistent efforts to improve customer satisfaction.