



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

September 22, 2014

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

FROM: Pamela Barr  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4570

SUBJECT: **AWARD NOTICE – ADDENDUM #4 – Effective January 29, 2018**  
**CONTRACT NO. GSS14044-COFFEE/TEA**  
**Coffee, Tea and Juice**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

**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, 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 one (1) year from October 1, 2014 through September 30, 2015. Each contract may be renewed for three (3) additional one (1) year extensions through negotiation between the vendor and Government Support Services. Negotiation must 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 through September 30, 2016. All other terms and conditions remain the same.

Addendum #2 extends the contract for one (1) additional year through September 30, 2017. All other terms and conditions remain the same.

**Addendum #3 extends the contract for one (1) additional year through September 30, 2018. All other terms and conditions remain the same.**

**3. VENDORS**

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GSS14044-COFFEE/TEAV01 <b>H. Schrier &amp; Company</b> 4901 Glenwood Road Brooklyn, NY 11234 POC: David Libertoff PH: 718-258-7500 Email: <a href="mailto:d.libertoff@schrierfoodservice.com">d.libertoff@schrierfoodservice.com</a> FSF: 0000002187	GSS14044-COFFEE/TEAV02 <b>Interstate Gourmet Coffee Roasters, Inc.</b> 43 Norfolk Avenue South Easton, MA 02375 POC: Stacy Teixeira PH: 508-238-8393 x 113 Email: <a href="mailto:steixeira@bostonsbestcoffee.com">steixeira@bostonsbestcoffee.com</a> FSF: 0000120444
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**4. SHIPPING TERMS**

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

**5. PRICING**

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

**ADDITIONAL TERMS AND CONDITIONS**

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**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS14044-COFFEE/TEA on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

**11. REQUIREMENTS**

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

**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. OVERVIEW**

The Vendor(s) shall provide all materials and labor to satisfy the State of Delaware’s need for Ground, Instant and Liquid Coffee, Bagged Tea and Tea and Juice Concentrate, as described herein. The services will require the Vendor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

### **15. GENERAL REQUIREMENTS**

- No service fees or additional cost will be invoiced to Contract Users by the supplier during the term of this agreement.
- There will be no “small order”, “minimum order”, or “special order” charges or surcharges.
- There will be no return fees for inaccuracies or other errors on the part of the supplier.
- Any rush delivery that occurs as a result of Supplier’s error (e.g. stock-outs, delivery of wrong product, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.
- You may also provide catalog(s) and price list(s) for all of the food products that you sell that include all of the different price tiers available for each product. An electronic copy is preferred. The price listed therein will be the prices that the state will use for off-contract purchases during the term of the contract. Please note that as a high volume purchaser of contracted items, the state expects to receive the lowest price offered on off-contract items.

### **16. SHIPMENT**

Coffee shipments will be made to various state agencies as needed. The utilizing agency will arrange for delivery and installation of dispensing equipment directly from the vendor.

### **17. DELIVERY**

All food related products shall be transported in a climate controlled transportation container regulated to keep the item(s) in good condition and in accordance with current State of Delaware and U.S. Department of Agriculture food code guidelines and food handling practices during all stages of processing, distribution and storage.

If a refrigerated vehicle is used to transport the product, the refrigeration system condensation shall not come in contact with the product. The finding of any evidence of deterioration due to mishandling, freezing, or elevated heat or from lack of controls during storage, distribution or transport resulting in cross contamination including contamination from non-processed products during storage, distribution or transport is unacceptable and shall be sufficient cause for refusal by the utilizing agency of the

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flawed/damaged product. Concentrate products are to be shipped in containers compatible with the dispensing equipment.

Delivery of product will be on a weekly, bimonthly, or monthly basis as needed by the utilizing agency. Delivery lead-time should be 48 hours on all orders. All containers must be identified as to content. Vendor's deliverymen must assist in unloading. No partial shipments will be accepted for delivery. Vendor will deliver as specified on order. Vendor is required to obtain proof of delivery signed by an authorized employee of the receiving unit.

**18. LATE DELIVERY**

If a vendor is unable to deliver the product within the 48 hour lead-time, they are to contact the agency in writing and notify them of the new delivery date, 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 price paid.

**19. DEPARTMENT OF CORRECTION SPECIAL DELIVERY REQUIREMENTS**

Delivery location and hours of acceptance for the Department of Correction are as follows:

James T. Vaughn Correctional Center  
Central Supply Warehouse  
1181 Paddock Road  
Smyrna, DE 19977  
(302) 653-2862

Deliveries accepted only between 6:30 AM and 1:30 PM, **but not between 11:00 AM and 11:45 AM**, Monday through Friday, local time. No deliveries are accepted on State Holidays or weekends.

**Please notify Roy D. Miller, Warehouse Supervisor, Department of Correction, at (302) 653-2862 of any late deliveries.**

**20. PACKING**

The product shall be processed and packed under modern sanitary conditions commensurate with good commercial practices.

Product must be packed in a U.S. Department of Agriculture approved facility, and comply with all imposed federal and state regulations.

**21. SERVICE REQUIREMENTS**

The successful vendor must be capable of providing coffee, supplies, urns, service of urns, and any other related equipment as needed to the agencies as required for each product bid. Equipment will be on loan to the State for the duration of the contract. If an agency chooses "Coffee with Equipment, Service and Supplies", the vendor will be required to supply filters and glass carafes as needed at no additional charge. Additional locations may be added at any time during the course of this contract.

**22. PREVENTIVE MAINTENANCE**

Preventative maintenance shall be performed on each dispenser provided by the vendor regularly once every month (28-30 days), and upon additional request by the utilizing agency should such circumstance

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arise. Written notification that such maintenance has been performed shall be provided to the utilizing agency after every visit.

The vendor will fully sanitize and sterilize the unit as part of the monthly preventative maintenance function. In all cases where a water filter is installed, the vendor will replace the water filter as part of the monthly maintenance.

Vendor will repair, adjust and maintain dispensers on location at no charge to the state. If it is necessary to remove a dispenser, the vendor must supply similar replacement equipment to the user agency free of charge. Vendor shall use his own service support staff to provide emergency service within 24 hours. Equipment must be repaired or replaced within this timeframe.

State employees responsible for operating the electric dispensers shall be given a written instruction booklet and on-site training by the vendor on the correct care of the equipment upon installation. Additional periodic training will be scheduled on an as-needed basis during the term of the contract.

**23. FOOD LAWS AND STANDARDS**

All products specified herein shall be processed, packaged and delivered in accordance with any and all applicable regulations including those of the Delaware Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Packaging materials must be tear and puncture resistant. Recyclable packaging is requested, wherever possible. All products shall be in wholesome and sanitary condition at the time of delivery.

**24. ELECTRIC DISPENSER INSTALLATION:**

All electric dispensers must be installed, tested and made operational by the vendor.

All installations are to be in compliance with State of Delaware code and any necessary permits are to be secured by the vendor at no additional charge to the State.

Where applicable, all water pipe connections connected to the utilizing agency's potable supply, shall be sized, installed and maintained in accordance with prevailing State, Federal and Local Codes, whichever is most stringent.

**25. DISPENSING EQUIPMENT SPECIFICATIONS**

The dispenser(s) meant for brewing ground coffee shall have the capability of dispensing hot water, regular coffee and decaffeinated coffee.

Dispenser product hoppers must have a locking device, to prevent unauthorized access.

Electric cold beverage dispensing equipment must have refrigeration at the point of dispensing, therefore eliminating warm juice or drink from being dispensed. Temperature at point of dispensing must fall within manufacturer's recommendation for the product being dispensed.

Equipment pumping systems must be electrical, not carbon dioxide. Carbon Dioxide containers are not acceptable and shall not be used.

Each facility may specify which equipment option(s), such as four or six valve units, they require for their respective food service programs.

Electric dispensing equipment must carry the seals of approval of Underwriters Laboratory, Inc. and the National Sanitation Foundation.

**26. DELIVERY AND INSTALLATION OF ELECTRONIC DISPENSING EQUIPMENT:**

Each utilizing agency will arrange for the direct delivery and installation of the electric dispensing equipment and peripherals for water hook-up, from the awarded vendor.

**27. TRANSITIONAL PERIOD**

The State may impose a transition period so that the incumbent vendor can remove their equipment and the awardee(s) provide installation of suitable dispensers along with product bases. The transition period may be invoked to facilitate the start-up of the term contracts (awarded as a result of this solicitation) without a lapse in service. Under no circumstances is the vendor to remove its equipment without the consent of the using agencies, so as to ensure uninterrupted cold dispensing services.

**28. 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.

**29. 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>.