



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

May 23, 2014

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 #1** (Effective July 1, 2015)  
**CONTRACT NO. GSS14667-PRETZEL**  
**Soft Pretzels and Cookies**

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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. 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. COOPERATIVE USE OF AWARD**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

### **3. CONTRACT PERIOD**

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Each vendor's contract shall be valid for one year from July 1, 2014 through June 30, 2015. Each contract may be renewed for three (3) 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 one year, through June 30, 2016.**

### **4. VENDORS**

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GSS14667-PRETZELV01  
**KP Pretzels**  
195 Harriet Court  
Newark, DE 19711  
PH: 302-366-0934  
FX: 302-366-0934  
EM: [bethariley@verizon.net](mailto:bethariley@verizon.net)  
FSF: 0000010745

### **5. SHIPPING TERMS**

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

### **6. DELIVERY**

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Delivery locations and specifications can be found in Appendix B; some locations may not have a loading dock or may be located in a residential area. Locations place orders monthly or bimonthly for delivery based on usage.

- a. Christina School District: Requires daily deliveries to a number of school locations between the hours of 6:00 a.m. and 9:00 a.m.

- b. Smyrna School District: Requires weekly delivery to each school location on Fridays only, between the hours of 6:30 a.m. and 9:30 a.m.

## 7. PRICING

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

Item#	Item Description	Pack Size	Case Size	Brand/Manuf.	Manuf Item #	Product Size	CASE Qty.	EACH Bid Price	CASE Bid Price	Ship	
1	Small Pretzels	2 oz.		KP Pretzels	N/A	2 oz.	N/A	\$0.34	N/A	yes	
				KP Pretzels	N/A	1.75 oz.	N/A	\$0.28	N/A	yes	
2	Single Pack Cookies ButterCrunch, Chocolate Chip, Fudge Chip, Oatmeal Raisin	.6 oz.	200	Linden's	N/A	.6 oz.	200	\$0.14	\$27.40	yes	
3	Double Pack Cookies ButterCrunch, Chocolate Chip, Fudge Chip, Oatmeal Raisin	1.1 oz.	216	Linden's	N/A	1.1 oz.	216	\$0.27	\$58.70	yes	
4	Chocolate Chippers, Butter Chippers	1.1oz	45	Linden's	N/A	1.1 oz.	63	\$0.40	\$25.40	yes	

## ADDITIONAL TERMS AND CONDITIONS

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## 8. 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.

## 9. 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.

## 10. 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.

## 11. 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.

## **12. PURCHASE ORDERS**

Agencies are required to identify the contract number **GSS14667-PRETZELV01** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **13. REQUIREMENTS**

The Districts are looking for a vendor(s) to provide fresh pretzels and cookies delivered to various school sites.

- General Snack Criteria: Snack foods must be a “whole grain-rich” product (50% WGR) and provide no more than 35% of calories from total fat, less than 10% calories from saturated fat, and no more than 35% of weight from total sugars in food. Snack foods must have 0 grams of trans fats, maximum amount of sodium is 200mg, calories are not to exceed 200 calories (preferred range is 150-180 calories). **Snacks must be produced in a nut free facility.**
- Pretzels: Soft pretzels must be fresh baked daily. Products must be free of peanut or tree nut allergens. Pretzels must be free of added salt. Ingredients must be a “whole grain-rich” product (50% WG). Pretzels must be 2 ounce or 1.75 ounce product by weight. Pretzels will be bulk wrapped.
- Cookies: Products must be free of peanut or tree nut allergens. Products must be free of added visible salt. Ingredients must be a “whole grain-rich” product (50% WGR). Single pack cookies must be .6 ounce product by weight. Double pack cookies must be 1.1 oz product by weight and Chippers must be 1.1 oz product by weight.

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.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. 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>.