



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 3, 2015

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

FROM: KIMBERLY JONES
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4584

SUBJECT: **AWARD NOTICE – Addendum # 3**, effective May 27, 2016
CONTRACT NO. GSS15719-FOOD
Food & Food Service Equipment

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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.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.

2. CONTRACT PERIOD

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Each contractor’s contract shall be valid through the established dates shown in vendor information below. The State of Delaware will extend or terminate this contract in conjunction with the terms and conditions of the National Joint Powers Alliance (NJPA) Master Agreement.

3. VENDORS

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<p>GSS15719-FOODV02 NJPA Contract # 103013-SES Contract Expires: November 19, 2017 FSF Vendor ID: 0000245951 Strategic Equipment & Supply Co. 1461 S. Beltline Rd, Ste. 100 Coppell, TX 75019-4938 Attn: Mark Burden Phone: 469-240-7255 Fax: 214-631-6813 Email: mburden@strategiequipment.com Website: www.strategiequipment.com</p>
<p>GSS15719-FOODV03 FSF Vendor ID: 0000112153 Contract Expires: October 21, 2018 US Foods, Inc. 300 Berkeley Dr Swedesboro, NJ 08085-1268 Attn: John Shea Phone: 302-381-3546 Fax: 856-467-7817 Email: john.shea@usfoods.com Website: www.usfood.com</p>

4. **SHIPPING TERMS**

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F.O.B. varies.

5. **DELIVERY AND PICKUP**

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A packing label must be on each box and include the following items, visible on the outside of the box:

- Contract User's Name
- Address
- Department and floor
- Contact
- Telephone number

A packing slip must also be included which will include information such as:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items
- Unit Price
- PO Number

6. **PRICING**

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

U.S. Foods may impose a \$600 minimum order requirement. Incentives and discounts are offered for larger quantity ordering and prompt payment.

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.

Rebates are not authorized within the State of Delaware. The use of Net Off Invoice (NOI) is authorized.

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS15719-FOOD** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.

12. OVERLAPPING CORE LIST ITEMS

All current central contracts are listed at <http://gss.omb.delaware.gov/contracting/index.shtml>. Any applicable agency contracts are listed on that agencies website. The below contracts are mandatory use under 29 Del. C. §6911 (d) by every state department and agency within the Executive Branch and Judicial Branch of the state government. The following contracts may have overlapping core list items and expirations may be extended. Items that may be duplicated in Contractor’s catalog, must be purchased from the below contracts. Where the Contractor’s items cost less, the below awarded vendors will be offered the opportunity to meet or beat the Contractor’s price.

Contract Name	Contract Number	Expiration
Bread and Bread Products	GSS12005A-BREAD_PROD	7/31/2015
Coffee and Tea	GSS12044C-COFFEE/TEA	9/30/2015
Commodity Beef Processing of Frozen Ground Beef	GSS11055A-BEEF_PROCESS	6/30/2016
Ice Cream	GSS12035-ICE_CREAM	7/31/2015
Meat, Poultry, Fish and Dairy	GSS14578-MEAT	3/31/2016
Milk and Milk Products	GSS13036A-MILK_PROD	8/31/2016
Packaged Food	GSS14490A-PACK_FOOD	3/31/2016
Pizza - Fresh	GSS12668-PIZZA	6/30/2016
Produce	GSS13662-PRODUCE	6/30/2016
Soft Pretzels and Cookies	GSS14667-PRETZEL	6/30/2016

For items needed that cannot be purchased from the contracts listed above, these two contracts can be used interchangeably to meet Agency needs as appropriate to do so.

Contract Name	Contract Number	Expiration
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Food & Food Related Solutions and Services	GSS15719-FOOD	11/19/2017
Food Products and Services	GSS14728-FOOD_PROD	3/31/2016

13. 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.

14. 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.

15. 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. 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

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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>.