



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 14, 2019

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

FROM: PAMELA BARR
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4570

SUBJECT: **AWARD NOTICE ADDENDUM #1 - Effective July 3, 2019**
CONTRACT NO. GSS19668A-PIZZA
Pizza, Fresh

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KEY CONTRACT INFORMATION

1. 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 contractor's contract shall be valid for a two (2) year period from July 1, 2019 through June 30, 2021. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

<p>GSS19668A-PIZZAV01 D.P. Inc., T/A Domino's Pizza 120 Mullet Run Milford, DE 19963 POC: Donald Prouse, Jr. Phone: 302-424-1600 Fax: 302-424-7667 Email: teamdelaware@aol.com Order Service: Chris Saint or Andy Bacon Phone: 302-424-1600 FSF: 0000016908</p>	<p>GSS19668A-PIZZAV02 Damara LLC dba Papa John's P.O. Box 23 Magnolia, DE 19962 POC: Daniel Ramirez Phone: 405-209-0163 Fax: None Email: ramirezgang1@hotmail.com FSF: 0000297078</p>
<p>GSS19668A-PIZZAV03 Pat's Pizzeria 602 E Basin Rd New Castle, DE 19720 POC: Yiannys Degermentzidis Phone: 302-543-3685 Fax: 302-689-8051 Email: yd@patspp.com FSF: 0000296694</p>	<p>GSS19668A-PIZZAV04 NPC International (Pizza Hut) 720 West 20th Street Pittsburgh, KS 66762 POC: Tony McDaniel Phone: 205-856-2813 Fax: 620-232-6101 Email: tony.mcdaniel@npcinternational.com FSF: 0000094066</p>

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4. DELIVERY AND PICKUP

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.

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5. SHIPPING TERMS

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

6. PRICING

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

VENDORS	PIZZA SIZE	SCHOOL DISTRICT	CHEESE	PEPPERONI
Dominos	16"	Indian River SD	\$7.35	\$7.55
	16"	Polytech SD	\$7.35	\$7.55
NPC International (Pizza Hut)	14"	Smyrna SD	\$6.50	\$6.50
Papa John's	16"	Capital SD	\$7.60	\$7.60
	14"	Indian River SD	\$6.75	\$6.75
	16"	Milford SD	\$7.60	\$7.60
	14"	Seaford SD	\$6.75	\$6.75
	14"	Woodbridge SD	\$6.75	\$6.75
Pat's Pizza	16"	Christina SD	\$6.75	\$7.75

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19668A-PIZZA on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. 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.

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 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>.