

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	:	Group 02200 – FRESH BREAD AND ROLLS (Western Region)	
		Classification Code: 50	
Award Number	:	21217	(Replaces Award 20444, LOT IV)
Contract Period	:	January 1, 2008 to January 31, 2013	
Bid Opening Date	:	October 25, 2007	
Date of Issue	:	January 3, 2008 Revised August 3, 2012	
Specification Reference	:	As Incorporated In The Invitation for Bid	
Contractor Information	:	Appears on Page 2 of this Award	

Address Inquiries To:

State Agencies & Vendor	
Name	Donna McNeil
Title	Purchasing Officer I
Phone	518-486-9023
Fax	518-474-5052
E-mail	Donna.mcneil@ogs.ny.gov

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

The award is to provide State facilities and county correctional facilities in the western region of New York State with fresh bread and rolls. State agencies and county correctional facilities have the option of using the contract, using other State contracts, or using other purchasing alternatives consistent with their form, function and utility needs and established procedures. (See "OVERLAPPING CONTRACT ITEMS" and "RESERVATIONS" clause).

PR # 21217-T

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>Vendor ID#</u>
PC63635	OROGRAIN BAKERIES SALES, INC. 255 Business Center Drive Horsham, PA 19044	800-818-4772 x27 518-456-4792 x27 Attn: David Ziobrowski Fax: 518-452-1563 Cell phone: 518-813-2811 E-mail: dziobrowski@BBUmail.com Web: www.bimbobakeriesusa.com	113519173 1000043342

All remittances submitted to:
OROGRAIN BAKERIES SALES, INC.
c/o BIMBO FOODS, INC.
P.O. Box 827810
Philadelphia, PA 19182-7810

All Orders directed to:
OROGRAIN BAKERIES SALES, INC.
c/o BIMBO FOODS, INC.
David Ziobrowski
1 Petra Lane
Albany, NY 12205

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

(continued)

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

PRICE:

General - All prices are FOB point of destination designated by ordering agencies and includes:

- Dock delivery
- "Restricted" delivery (see separate "DELIVERY" clause)
- Delivery to any State agency or county correctional facility location in the Western Region. A historical list of participating agencies is contained in the "SITE LOCATION" portion of the "DELIVERY" clause.

PPI Price Adjustment - Pricing is firm through December 31, 2008. **If requested by the contractor or the State**, beginning on January 1, 2009 and then each January 1st thereafter, the originally bid contract prices may be adjusted based on the PPI for "Processed foods and feeds, Bread, including frozen", Not Seasonally Adjusted (Series ID: WPU021102) as published by the US Department of Labor, Bureau of Labor Statistics, Washington D. C. 20212. The price adjustment is to be calculated by taking the most recent PPI value in effect for the month of October of the year under consideration, dividing that value by the PPI value for September 2007 (September 2007 shall be the "base" month and year to be used for all calculations), rounding the quotient to the third decimal place, multiplying the quotient times the originally awarded bid price, and rounding the price to two decimal places.

An example of a price adjustment calculation for a requested price adjustment effective January 1, 2009 follows. **(All figures used are for illustrative purposes only.)**

Original Bread Price per Loaf:	\$0.75
PPI (WPU021102) October 2008	208.3
PPI (WPU021102) September 2007	199.7
October 2008 divided by September 2007	$208.3 / 199.7 = 1.043$
Quotient multiplied times Original Price:	$\$0.75 \text{ times } 1.043 = \$0.782 = \$0.78$
New price effective January 1, 2009:	\$0.78

All original contract prices in this example would be multiplied by 1.043 with the results rounded to the nearest two decimal places.

PPI indices are available through the internet at the Bureau of Labor Statistics (BLS) website at "www.bls.gov.com". If at any time, a series ID is discontinued or not available, the State reserves the right to implement another applicable index.

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PRICE: (Cont'd)

Change In Index - If mutually agreed between the State and the contractor, different index(es) or publication(s) may be used during the contract period and the formula would be adjusted accordingly if required. If the base year for the index changes, a change may be made in the formula if needed. In addition, if mutually agreeable between the State and the contractor, the schedule of dates may be changed.

Lower Pricing - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

Unworkable Price Structure - Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Commissioner and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an unworkable price structure, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.

The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

MINIMUM ORDER

MINIMUM ORDER is \$50.00 per delivery. The \$50.00 minimum is for aggregate total of all products ordered; products may be on more than one purchase order, products may be on more than one invoice.

There will be no additional charges, fees, delivery costs, etc., for back orders (product previously ordered and not delivered by contractor).

LOT: WESTERN REGION:

Item No.	Product Group	"Unit" For Estimated Quantity	Delivered Price Per "Unit"	Product Code Number	Number of "Units" in Pack for Code Number
1.	BREAD AND ROLLS				
A.	<u>SLICED LOAF BREAD</u>				
	White	Loaf	\$.78	1196	One (1)
	Whole Wheat	Loaf	\$1.08	5395	One (1)
B.	<u>ROLLS</u>				
	Dinner (Soft)	Each	\$.07812	5374/5928	16 (\$1.25-16 pk.)
	Frankfurter	Each	\$.08000	3410/5926	16 (\$1.28-16 pk.)
	Hamburger	Each	\$.08000	3413/3426	16 (\$1.28-16 pk.)

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WESTERN REGION, ITEM 1 – BREAD & ROLLS ITEM INFORMATION: STROEHMANN PRODUCT LINE

Product	Brand/ Code <u>Number</u>	Loaf Weight <u>(grams)</u>	Total Slices <u>in Loaf</u>	Slice Weight <u>(grams)</u>	Usable Slices <u>in Loaf</u>	Loaves <u>in Tray</u>
SLICED LOAF						
White	1196	794	28	28	26	10
Whole Wheat	5395	680	22	31	20	10

ROLLS	Brand/ Code <u>Number</u>	Total Roll Weight <u>(grams)</u>	Number of Rolls <u>(in Bag)</u>	Individual Roll Weight <u>(in grams)</u>	Number of Bags <u>In Tray</u>
Dinner	5374/5928	510	16	32	8
Frankfurter	3410/3435	624	16	39	6
Hamburger	3413/3426	624	16	39	6

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DELIVERY:

Service – Delivery will be made in accordance with instructions on the purchase order from each facility. For some facilities, delivery may be required to more than one building. It is anticipated most locations will require delivery to be made at least three alternate days each week (could also be five consecutive days) generally between the hours of 7:00 A.M. and 11:00 A.M.

Deliveries will be on weekdays except/excluding State holidays. Some locations (Psychiatric and Developmental Facilities) may accept Saturday delivery. Correctional Facilities will not accept Saturday delivery.

Historical locations are listed in “SITE LOCATIONS” (see end of “DELIVERY”).

Each participating agency and contractor will agree to a schedule that will ensure a prompt and accurate delivery of items ordered. Deviations from this schedule must be acceptable to both parties.

Agency Complaints – Participating agencies should notify OGS promptly of quality or delivery issues that should arise.

Time & Purchase Order Instructions – TIME IS OF THE ESSENCE. The contractor must be prepared to make deliveries as required by instructions on purchase orders.

Substitutions, Product Left on Dock - There will be no substitution of products ordered without the express authorization of the ordering agency. The ordering agency will not be liable for unauthorized product substitution. Deliveries left on the loading dock without acceptance by the ordering agency will be considered “abandoned goods” and will be returned at the contractor’s expense or disposed of at the discretion of the agency.

Restricted Delivery – Price includes “restricted” delivery. Delivery to some facilities, particularly Correctional Facilities, have delivery “restricted” - - - delivery must be made during certain hours, generally between 8:30 a.m. to 10:30 a.m. for morning delivery and 12:30 p.m. to 2:30 p.m. for afternoon delivery, and must be made only on weekdays (Monday through Friday) except/excluding State holidays. [It should be noted that correctional facilities occasionally have “lock downs” during which time there is no exit or entry for trucks, etc.]

Pick-up/Exchange of Bread Racks – Bread racks or other containers used by the Contractor for delivery of product to the agency will be returned or exchanged by the Contractor in a timely manner either at time of delivery, on subsequent deliveries, or as arranged between the Contractor and the ordering agency. **To arrange pick-up, agencies should contact the Contractor or call 1-866-492-8729.**

Site Location – The site locations listed below currently purchase their fresh bread and rolls from contract. The listings are NOT intended to be restrictive - - - they identify the specific and general areas and types of locations where delivery will be required. Delivery to other State agencies may also be required even though the sites may not be specifically listed here.

- see Site Locations on next page -

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WESTERN REGION: (SITE LOCATIONS)

<u>County</u>	<u>Zip Code</u>	<u>Facility Name</u>	<u>Street Address</u>	<u>City</u>
ALLEGANY		None at time solicitation was drafted		
CATTARAUGUS	14753	Cattaraugus Residential Center	575 Spitler Lane	Limestone
	14741	Great Valley Youth Camp	Jos. G. Oliverio	Great Valley
CHAUTAUGUA	14716	Lakeview Shock Incarceration	Lake Avenue	Brocton
	14716	Lakeview Shock – Annex	Lake Avenue	Brocton
ERIE	14004	Buffalo Correctional Facility	3052 Wende Road	Alden
	14213	Buffalo Psychiatric Center	400 Forest Avenue	Buffalo
	14078	Collins Correctional Side 1	Taylor Hollow Road	Helmuth
	14078	Collins Correctional Side 2	Taylor Hollow Road	Helmuth
	14004	Erie County Correctional Facility	11581 Walden Ave.	Alden
	14202	Erie County Holding Center	40 Delaware Avenue	Buffalo
	14070	Gowanda Correctional Facility	South Road	Gowanda
	14004	Wende Correctional Facility	3040 Wende Road	Alden
	14224	West Seneca Developmental Center	1200 East & West Road	West Seneca
	14224	Western NY Childrens Psy Ctr.	1010 East/West Road	West Seneca
GENESSEE	14020	NYS School for the Blind	2A Richmond Avenue	Batavia
	14020	NYS Veterans Home	2020 Richmond Avenue	Batavia
LIVINGSTON	14556	Groveland Correctional Camp	Route 36 Sonyea Road	Sonyea
	14556	Groveland Correctional – Annex	Route 36 Sonyea Road	Sonyea
	14556	Groveland Correctional Facility	Route 36 Sonyea Road	Sonyea
	14556	Livingston Correctional	Route 36, Sonyea Road	Sonyea
MONROE	14620	Association for the Blind	422 South Clinton Ave.	Rochester
	14543	Industry School	275 Rush-Scotsville Road	Rush
	14543	Oatka Residential Center	101 Ryder Hill Road	Rush
	14608	Rochester Correctional Facility	470 Ford Street	Rochester
	14620	Rochester Psychiatric Center	1111 Elmwood Avenue	Rochester
	14615	Rochester Residential Center	550 W. Ridge Road	Rochester
NIAGARA		None at time solicitation was drafted		
ORLEANS	14411	Albion Correctional Facility	3595 State School Road	Albion
	14411	Orleans Correctional	35-31 Gaines Basin Road	Albion
WYOMING	14011	Attica Correctional	Exchange Street	Attica
	14011	Wyoming Correctional	3203 Dunbar Road	Attica

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CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the term as stated herein.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$50,000.00.

REPORTS: Every six months the contractor shall provide sales reports as follows:

- Aggregate (cumulative to date) sales for each product listing by QUANTITY and by VALUE for each site
- Total sales (cumulative to date) for each product listing by QUANTITY and by VALUE for all sites taken together. [Not a breakdown by site - - - totals for each product for all sites.]

The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's name.

OVERLAPPING CONTRACT ITEMS:

Products available in the resulting contract may also be available from other State contracts. Agencies are to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection. Similar products may be available from the following contracts:

Group	02400 (Groceries, etc.)	AND	02450 (Food, etc.)
Award	18030		02832
Contract	PC60164		PC60353
Expiration:	6/30/12		10/31/12
Contractor:	Palmer Distributing		Sysco Food Service

A copy of a "Contract Award Notification" for any of the above may be requested by phone or fax, or may be downloaded from the OGS website: www.ogs.ny.gov

GENERAL:

Bread and rolls are to be fresh, not frozen. Products shall be of standard production as normally provided to commercial or retail trade. Loaves, hamburger rolls, frankfurter rolls, etc., shall come pre-sliced. Dinner rolls shall not be sliced. Dinner rolls shall be “soft”, and may be either “cluster”/pull apart or individual type.

COMPLIANCE WITH FEDERAL FOOD, DRUG AND COSMETIC ACT, AS WELL AS OTHER REGULATIONS:

The contractor, processor, and/or the manufacturer guarantees any product delivered complies in all respects with, and is not adulterated or misbranded within the meaning of, standards and regulations established by Federal or New York State laws - - - this includes the Federal Food, Drug and Cosmetic Act, decisions of the U.S. Department of Agriculture, and decisions of the U.S. Department of Commerce.

PORK:

All products are to be free of pork and pork by-products. Only vegetable oils will be used in the making of products.

KOSHER:

All products delivered will be kosher and “PARVE.” All packaging shall carry a kosher designation from one of the following organizations: O/U, O/K, Star-K, KOF-K, KAJ or CRC.

TRANS FAT:

All bread products will have a “Trans Fat” daily value of “0%” as shown on the FDA Nutrition Facts label.

MOLD, BACTERIA, ETC.:

Products shall adhere to industry and government standards for levels of mold, bacteria, etc.

SHELF LIFE:

All bread products are to be fresh and have a shelf life upon delivery of no less than 7 days. Bread products with a shelf life of less than 7 days, stale product, distressed product, damaged product, product removed from retail accounts, etc., are NOT acceptable.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

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**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “Product” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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