

NEW

State of Maine



Master Agreement

Effective Date: 07/01/19

Expiration Date: 06/30/20

Master Agreement Description: State of Maine Master Agreement for Bread Products

Buyer Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Issuer Information

DEBBIE JACQUES 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Requestor Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000022091

Vendor Name

Lepage Bakeries Park St LLC

Alias/DBA

Vendor Address Information

P.O. Box 1900

Auburn, ME 04210

US

Vendor Contact Information

Sharon Morissette

207-783-9161 ext. 329

Sharon.Morissette@flocorp.com

Commodity Information

Vendor Line #: 1

Vendor Name: Lepage Bakeries Park St LLC

Commodity Line #: 1

Commodity Code: 37515

Commodity Description: State of Maine Master Agreement for Bread Products

Commodity Specifications:

Commodity Extended Description: State of Maine Master Agreement for Bread Products. For Delivery Statewide to all State of Maine Correctional Facilities, Psychiatric Centers, Maine Veterans Homes and County Jails. Complete specifications are attached and made a part of this Master Agreement.

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

0

Free on Board

FOB Dest, Freight Prepaid

Contract Amount

\$0.00

Service Start Date

07/01/19

Service End Date

06/30/20

Catalog Name

Discount

%

Discount Start Date

Discount End Date

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES

MA # 18P 1906050000000000186

State of Maine Master Agreement for Bread Products

DETAILED SPECIFICATIONS

COMMODITY: Bread and bread type items.

ANTICIPATED INITIAL CONTRACT PERIOD: One year beginning July 1, 2019 and ending June 30, 2020, with three (3) possible one (1) year extensions.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **three (3)** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the contract is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	7/1/2019	6/30/2020
Renewal Period #1	7/1/2020	6/30/2021
Renewal Period #2	7/1/2021	6/30/2022
Renewal Period #3	7/1/2022	6/30/2023

SPECIFICATIONS/REQUIREMENTS:

1. All Bakery products shall be prepared from first quality materials and produced under absolute sanitary conditions, including premises and employees.
2. Products shall have a minimum of seven (7) days of shelf life at the time of delivery. Products should be from the latest production run.
3. Products shall be adequately dated and marked to identify the contents. The date indicated on the product packages shall be the pull date or last sale date for the product.
4. Containers shall be marked with the name of the product and the bake day code.
5. Fresh bakery products are preferred however proposals will be reviewed for bakery products which have been frozen at the time of production. All items that are bid as frozen must have that

indicated in the Additional Bid Information on the Bid Price Sheet (none mentioned in submitted bid). Frozen products with expired use-by dates or day-old products will not be acceptable.

6. The contractor shall provide all products and processing to comply with all Federal, State of Maine and local regulations.
7. Unless requested, commercial packaging shall be acceptable.
8. Upon request, the contractor shall provide nutritional content and ingredients of all products furnished under the resulting Master Agreement.
9. All deliveries will be inspected by facility personnel at the time of delivery. All deliveries must have delivery slips and/or invoices and must be signed by facility personnel. Unsigned delivery slips and/or invoices will not be processed for payment. Products that are considered unacceptable or do not include delivery slips will be refused. Delivery drivers shall adjust delivery slips and/or invoices for damaged merchandise, incorrect products and/or price discrepancies at the time of delivery. If upon further inspection after the delivery driver has departed, delivered products discovered to be unacceptable shall be picked up on the next scheduled delivery date and a credit slip/invoice will be issued at that time.
10. All cartons, carriers and racks used to transport products from the Contractor plant to the end user shall be clean and sanitary at all times. Deliveries will be refused if they are not.
11. Back orders shall be kept to a minimum. If the contractor is aware a back order will occur they must contact the Food Manager for the facility prior to the scheduled delivery date. If an item is repeatedly out of stock and the facility is forced to utilize other vendors, the cost differential may be charged back to the contractor.
12. Substitutions can be made but must be approved by the facilities Food Manager prior to delivery, must be of equal or better quality and must not exceed the contracted price for the original item ordered.
13. Bread items not listed in the contract will be quoted by the contractor as the need arises. Each facility will be allowed to purchase these items from other vendors if the price is more competitive.
14. The exact usage for this Master Agreement is unknown. Vendor must fill all orders regardless of size during the contracted period.
15. All prices must be FOB Destination.

QUANTITIES: The contract will cover the actual quantities ordered by all agencies over the length of the contract.

NO MINIMUMS: Minimum quantities for ordering and delivery will not be allowed or considered.

PRICES: Prices are net (per lb., loaf, doz., or pkg.) including transportation charges fully pre-paid by the Vendor FOB Destination with NO minimum orders. Prices are to remain firm for the duration of the contract.

If items are not delivered as instructed above, the order will be declined and sent back on the delivery truck. Agency/Facility will then have the option to purchase off-contract and the contracting vendor will be responsible to pay the difference in price between the contract price and the amount the Agency must pay to obtain the product.

DELIVERY: Deliveries are to be made on REGULAR DELIVERY SCHEDULES as agreed to by using agencies and vendor. Deliveries shall be made in the quantity, size and type packaging specified on the proposed schedule unless otherwise mutually agreed upon between the using agency and the vendor. Delivery is FOB destination statewide to ALL State of Maine Facilities throughout the State. Shipping MUST be included in the price. No additional shipping charges will be allowed.

BID AWARD: Although it is our intent to award one Master Agreement to one vendor, this bid may result in one award or multiple awards, whichever is deemed to be in the best interest of the State.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

QUARTERLY REPORT: The Division of Procurement Services will require the awarded vendor to submit a quarterly report of sales within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The quarterly report must contain the Description, Quantity, and Dollar Value of goods purchased, broken down by Department and Location, as well as the total dollar value of purchases made by all Departments.

CURRENT DELIVERY LOCATIONS AND FREQUENCY:

The resulting Mater Agreement will be utilized by any and all State of Maine departments and agencies requiring these products. Below are the facilities that are currently known to be users of these products and the frequency they require deliveries. The Facility, Location and Required Deliveries are subject to change. On implementation of the Master Agreement, vendor will be responsible for contacting the Facilities to confirm their delivery requirements, and setting up a delivery schedule.

<u>Facility Information</u>	<u>Required Deliveries</u>
	<u>Per Week</u>
Dorothea Dix Psychiatric Ctr. Receiving Dept. 656 State St., Bangor, ME 04402-0926	Two
Riverview Psychiatric Center 250 Arsenal St., Augusta, ME 04332	Two
Long Creek Youth Dev. Center 675 Westbrook St., So. Portland, ME	One
Maine Correctional Center Mallison Falls Rd., Windham, ME 04062	One

Maine State Prison 807 Cushing Road, Warren, ME 04864	Two Monday/Thursday
Mountain View Youth Dev. Center 1182 Dover Rd., Charleston, ME 04422	One
Southern Maine Re-Entry Center 2 Layman Way, Alfred, ME 04002	One

The following facilities will be authorized users and may elect to utilize this Master Agreement in part or as a whole, as it meets their needs. The final determination will be based on the pricing, contracted products and whether vendor can deliver as frequent as each facility requires.

<u>Facility Information</u>	<u>Required Deliveries Per Week</u>
Maine Veteran's Home - Bangor 44 Hogan Rd., Bangor, ME 04401	Two, Tuesday/Friday Preferred
Maine Veteran's Home - Machias 32 Veteran's Way, Machias, ME 04654	Two
Maine Veteran's Home - So. Paris 477 High St., So. Paris, ME 04281	One
Maine Veteran's Home - Augusta 310 Cony Rd, Augusta, ME 04330	Two
Maine Veteran's Home - Scarborough 290 US Route 1, Scarborough, ME 04074	Two to Three
Franklin County Detention Center 121 County Way, Farmington, ME 04938	As Requested
Hancock County Jail 50 State St., Ellsworth, ME 04605	As Requested

Other county, municipal and school districts may become authorized users of the master agreement. (See Appendix D)

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

B. General Provisions

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.

8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

D. Delivery Terms

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

E. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

F. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link:

http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

B. Independent Capacity

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

C. Payments and Other Provisions

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRS §8-509 (1): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

Appendix A

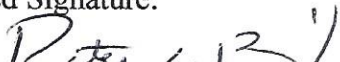
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Lepage Bakeries Park St., LLC		
Chief Executive - Name/Title: Peter Roy / President		
Tel: 207-783-9161	Fax: 207-783-3300	E-mail: Peter.Roy@flocorp.com
Headquarters Street Address: 11 Adamian Drive		
P.O. Box 1900		
Headquarters City/State/Zip: Auburn, ME 04211-1900		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Scott Russell / Market V.P. Sharon Morissette / Sr. Admin. Associate		
Tel: 207-423-7032	Fax: same as above	E-mail: Scott.Russell@flocorp.com Sharon.Morissette@flocorp.com
Street Address: same as above		
City/State/Zip: same as above		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Peter Roy	Title: Regional V.P.
Authorized Signature: 	Date: 5/22/2019

Debarment, Performance, and Non-Collusion Certification

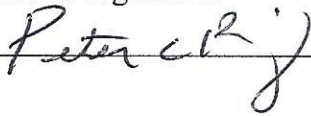
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Peter Roy	Title: Regional V.P.
Authorized Signature: 	Date: 5/22/2019

Appendix D

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

RFQ # 18P 19050700000000000335

State of Maine Master Agreement for Bread Products

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows:

No

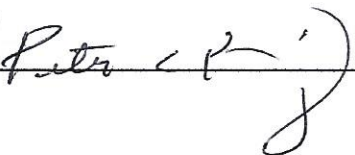
Name of Company:

Lepage Bakeries Park St., LLC

Address:

P.O. Box 1900 Auburn, ME 04211-1900

Signature:



Date:

5/20/2019

Bread - Master Agreement - Statewide Usage

MA # 18P 1906050000000000186

Pricing Spreadsheet

Company: Lepage Bakeries Park St., LLC				
Contact: Scott Russell				
Telephone: 207-423-7032				
Email: Scott.Russell@flocorp.com				
Sharon.Morissette@flocorp.com				
Number	DESCRIPTION	PKG Size	VENDOR Item #	COST Per PKG
1	Bagel, Cinnamon Raisin, 22 oz., 6/pkg	22oz 6/pk	94728040	\$2.05
2	Bagel, Everything, 22 oz., 6/pkg	22oz 6/pk	94784680	\$2.05
3	Bagel, Plain, 22 oz., 6/pkg	22oz 6/pk	94718000	\$2.05
4	Bread, Canadian White, 22 oz., Loaf, Sliced	22oz 16sl	17081500	\$2.06
5	Bread, Cinnamon Swirl, SunMaid, 16 oz., Loaf, Sliced	16oz 14sl	66121772	\$2.06
6	Bread, Country White, 22 oz., Loaf, Sliced	22oz 15sl	10259710	\$2.16
7	Bread, Plain Rye, 16 oz., Loaf, Sliced	16oz 17sl	17023792	\$1.68
8	Bread, Raisin, 16 oz., Loaf, Sliced	16oz 16sl	93815990	\$2.08
9	Bread, White, 22 oz., Loaf, Sliced	22oz 24sl	17081470	\$1.60
10	Bread, White, Round Top, 20 oz., Loaf, Sliced	20oz 20sl	61110168	\$1.60
11	Bread, White, Sandwich, Square Top, 24 oz., Loaf, Sliced	24oz 30sl	17084770	\$1.38
12	Bread, White, Split Top, 20 oz., Loaf, Sliced	20oz 20sl	10215203	\$1.55
13	Bread, White, Texas Toast, 20 oz., Loaf, Sliced	20oz 14sl	17040070	\$1.48
14	Bread, White, Whole Grain, 20 oz., Loaf, Sliced	20oz 24sl	13711620	\$1.75
15	Bread, Whole Wheat, 100% Stoneground, 24 oz., Loaf, Sliced	24oz 16sl	17081680	\$2.16
16	Bread, Whole Wheat, 20 oz., Loaf Sliced	20oz 20sl	10215269	\$1.60
17	Bread, Whole Wheat, Sandwich, Square Top, 24 oz., Loaf, Sliced	24oz 30sl	17015942	\$1.38
18	Donuts, Plain, Individually Wrapped, 12 oz., 6/pkg.	12oz 6/pk	17083970	\$2.00
19	Donuts, Variety, Individually Wrapped, 12 oz., 6/pkg.	12oz 6/pk	17081580/17083990	\$2.00
20	English Muffins, Multi Grain, 12 oz., 6/pkg	12oz 6/pk	94728020	\$1.26
21	English Muffins, White, 12 oz, 6/pkg	12oz 6/pk	94719490	\$1.05
22	English Muffins, White, 24 oz., 12/pkg.	24oz 12/pk	94781700	\$2.10
23	English Muffins, Whole Grain, 12 oz., 6/pkg	12oz 6/pk	94728020	\$1.26
24	Rolls, Bulkie, 12 oz., 6/pkg.	12oz 6/pk	84184200	\$1.33
25	Rolls, Dinner, Whole Grain, 24 oz., 24/pkg.	24oz 24/pk	13740682	\$3.50
26	Rolls, Dinner, White, 13 oz., 12/pkg.	13oz 12/pk	17081590	\$1.75
27	Rolls, Hot Dog, Whole Grain, 13 oz., 8/pkg.	13oz 8/pk	10229013	\$1.25
28	Rolls, Frankfort, White, 18 oz., 12./pkg.	18oz 12/pk	17083790	\$1.42
29	Rolls, Hamburg, Whole Grain, 8/pkg.	15oz 8/pk	10222673	\$1.25
30	Rolls, Hamburg, White, 12/pkg.	21.5oz 12/pk	17026300	\$1.42
31	Rolls, Sub, 6", 15 oz., 6/pkg.	15oz 6/pk	84120990	\$1.33
32	Rolls, Whole Grain Kaiser Rolls, 4", 30 oz., 12/pkg.	30oz 12/pk	99892872	\$2.40
33	Rolls, Whole Grain Sausage Rolls, 6", 32 oz., 16/pkg.	32oz 16/pk	10009112	\$2.20