

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 07/01/16**Expiration Date:** 06/30/19**Master Agreement Description:** BREAD MASTER AGREEMENT**Buyer Information**

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

Issuer Information

WILLIAM ALLEN 207-624-7871 ext. NULL WJE.Allen@maine.gov

Requestor Information

Sue Garcia 207-624-7338 ext. SUE.H.GARCIA@MAINE.GOV

Authorized Departments

ALL

Vendor Information**Vendor Line #:** 1**Vendor ID**

VS0000009556

Vendor Name

Bimbo Bakeries USA, Inc.

Alias/DBA**Vendor Address Information**

1 Petra Lane

Albany, NY 12302

US

Vendor Contact Information

Virginia Newell

518-456-4792 ext. 28

vnewell@bbumail.com

Commodity Information

Vendor Line #: 1

Vendor Name: Bimbo Bakeries USA, Inc.

Commodity Line #: 1

Commodity Code: 37515

Commodity Description: BREAD - MASTER AGREEMENT

Commodity Specifications:

Commodity Extended Description: BREAD - MASTER AGREEMENT. DELIVERY to STATEWIDE LOCATIONS including ALL State of Maine CORRECTIONAL and MENTAL HEALTH facilities, and as requested MAINE VETERANS HOMES & COUNTY JAILS.

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

0

Free on Board

Contract Amount

\$0.00

Service Start Date

07/01/16

Service End Date

06/30/19

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

Contract Terms and Conditions
BREAD CONTRACT - 2016
MA 18P 160519-178

COMMODITY: Bread and bread type items.

CONTRACT PERIOD: One year beginning July 1, 2016 and ending June 30, 2017, with two (2) possible one (1) year extensions. First extension through June 30, 2018. This is the second extension of this Master Agreement starting July 1, 2018 through June 30, 2019. This contract is issued to cover the normal requirements of the using agencies.

Specifications

- 1) All Bakery products shall be prepared from first quality materials and produced under absolutely 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 will 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 is unknown. Vendor must fill all orders regardless of size during the contracted period.
- 15) All prices must be FOB Destination.

Can your company meet or exceed all of these requirements during the term of the contract?

Yes ___ Yes with Conditions Once a week Delivery to Maine Veteran's Home in Machias

Your company cannot meet the following specifications (list the line numbers): _____

Company Representative Name (Print) David Zibrowski, Food Service Manager

Signature 

PRICES: The prices on attached sheets are to be the net price per lb. Loaf, doz. or pkg. FOB destination. Prices will 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. Dept. will then purchase outside of the contract and the contracting vendor will pay the difference in price between the contract price and what the dept. has to pay on the outside.

DELIVERY: Deliveries shall be made on REGULAR SCHEDULES as agreed to by using agencies and contractor. 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 contract.

CANCELLATION: The Division of Purchases reserves the right to cancel any contract upon a thirty (30) day written notice, or cancel any contract immediately if the contractor does not confirm to the terms and conditions of a contract.

EXTENSION OF CONTRACT: The Director of Purchases may, with the consent of the contractor, extend the contract period beyond the indicated expiration date.

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 Purchases requires a quarterly report of sales be faxed to 207-287-6578 within 30 days of the end of each calendar quarter, It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

State of Maine Using Facilities

Facility Information	Required Deliveries Per Week	Contact Information
Dorothea Dix Psychiatric Ctr. Receiving Dept. 656 State St., Bangor, ME 04402-0926	Two	Bobbie Lindsay Tel: 207-941-4231 Bobbie.Lindsay@maine.gov
Riverview Psychiatric Center 250 Arsenal St., Augusta, ME 04332	Two	Russell Peaslee Tel: 207-624-4639 Russell.Peaslee@maine.gov
Long Creek Youth Dev. Center 675 Westbrook St., So. Portland, ME	One	Jeffrey LaCombe Tel: 207-822-2685 Jeffrey.W.LaCombe@maine.gov
Maine Correctional Center Mallison Falls Rd., Windham, ME 04062	One	Matthew D'Auteuil Tel: 207-893-7047 Matthew.D'Auteuil@maine.gov
Maine State Prison 807 Cushing Road, Warren, ME 04864	Two, Mon/Thurs	Kurt S Dyer Tel: 207-273-5475 Kurt.Dyer@maine.gov
Mountain View Youth Dev. Center 1182 Dover Rd., Charleston, ME 04422	One	Mark McBrine Tel: 207-285-0709 Mark.McBrine@maine.gov
Southern Maine Re-Entry Center 2 Layman Way, Alfred, ME 04002	One	Krista Okerholm Tel: 207-490-5273 Krista.Okerholm@maine.gov

Other Possible Using Facilities

The following facilities will be authorized users and **may** elect to utilize the Master Agreement in part or as a whole as it meets their needs. With approval from Bimbo Bakeries USA, Inc other county, municipality, State operated University/College or public school district users may be added during the term of this Master Agreement.

Facility Information	Required Deliveries Per Week	Contact Information
Maine Veteran's Home - Bangor 44 Hogan Rd., Bangor, ME 04401	Two, Tues/Fri Preferred	Amy George Tel: 207-299-1516
Maine Veteran's Home - Machias 32 Veteran's Way, Machias, ME 04654	One	Wendy Candelmo Tel: 207-255-0162
Maine Veteran's Home - So. Paris 477 High St., So. Paris, ME 04281	One	Barbara Hooper Tel: 207-743-6300

Maine Veteran's Home - Augusta
310 Cony rd, Augusta, ME 04330

Two

Diane Rollins

Maine Veteran's Home - Scarborough
290 US Route 1, Scarborough, ME 04074

Two to Three

Karen Marble

Franklin County Detention Center
121 County Way, Farmington, ME
04938

As Requested

Lorna Nichols

Tel: 207-778-3032

lnichols@franklincountymaine.gov

Hancock County Jail
50 State St., Ellsworth, ME 04605

As Requested

Tim Jones

Tel: 207-337-7588

trichardson@ HancockCountySO.org

BREAD CONTRACT SPREADSHEET						
DESCRIPTION	Suggested PKG Size	COST Per PKG	Bid PKG Size	VENDOR Item #	Additional Bid Information For Line Item	
Bagel, Thin, Cinnamon Raisin, 8/pkg	13oz 8pk	\$2.65	13oz 8pk	7743	Thomas Cinn Raisin Bagel Thin	
Bagel, Thin, Everything, 8/pkg	13oz 8pk	\$2.65	13oz 8pk	7588	Thomas Everything Bagel Thin	
Bagel, Thin, Plain, 8/pkg	13oz 8pk	\$2.65	13oz 8pk	7584	Thomas Plain Bagel Thin	
Bread, 100% Stoneground Whole Wheat 24 oz. Loaf, sliced	24oz 19sl	\$1.95	24oz 19sl	149	Freihofer 100% Whole Wheat Bread	
Bread, 100% Whole Wheat, roundtop 24 oz. loaf, sliced	24oz 19sl	\$1.75	24oz 24sl	6377	R&I 100% Whole Wheat Bread	
Bread, 5' Party Loaf		no bid				
Bread, French, 12 oz. loaf, sliced	12oz	no bid				
Bread, Gluten Free, 16 oz., loaf, sliced		no bid				
Bread, Italian, 20 oz. loaf, sliced	20oz 18sl	\$1.50	20oz 18sl	6138	Freihofer Premium Italian Bread Plain	
Bread, Oatmeal, 24 oz. loaf, sliced	24oz 19sl	\$2.75	24oz 16sl	2704	Arnold Brand Country Oatmeal	
Bread, Raisin, 16 oz. Loaf, sliced	16oz 16sl	\$2.50	16oz 14sl	5617	Sunmaid Raisin Bread	
Bread, Rye, 20 oz. loaf, sliced	20oz 19sl	\$2.25	20oz 19sl	6473	Freihofer Soft Rye Plain	
Bread, Texas Toast, white, 22 oz. Loaf, sliced	22oz 17sl	\$1.50	22pz 17sl	27	Freihofer French Toast Bread	
Bread, White, 20 oz.-24oz., Loaf, sliced	20oz 22sl	\$1.65	20oz 24sl	6306	Freihofer Large White Bread	
Bread, White, Whole Grain	20oz 22sl	\$1.65	24oz 24sl	3239	R&I Whole Grain White Bread	
Bread, White, round top 20 oz. loaf, sliced	20oz 24sl	\$1.65	20oz 24sl	6306	Freihofer Large White Bread	
Bread, White, Sandwich square top 22 oz. loaf, sliced	22oz 28sl	\$1.35	22oz 28sl	6740	R&I White Pullman Bread	
Bread, Whole Wheat Sandwich Thins 8/pkg	12oz 8pk	\$2.65	12oz 8pk	7227	Arnold Whole Wheat Thin	
Bread, Whole Wheat, 20 oz. oz. loaf sliced	20oz 22sl	\$1.65	20oz	5380	Sara Lee Whole Grain White Bread	
Bread, Whole Wheat, butter split top 20 oz. loaf, sliced	20oz 22sl	\$1.75	20oz 22sl	115	Freihofer Split Top Wheat Bread	
Bread, Whole Wheat, roundtop, 24 oz. loaf, sliced	24oz 19sl	\$1.75	24oz 24sl	6377	R&I 100% Whole Wheat Bread	
Bread, Whole Wheat, square top, sandwich, 22 oz. Loaf, sliced	22oz 28sl	\$1.45	22oz 28sl	6739	R&I Wheat Pullman Bread	
Donuts, asst. flavors, individual wrapped, 1 doz. Box	19oz 12pk	\$4.00	19oz 12pk	619	Freihofer Assorted Donuts	
English Muffins, 1 doz./pkg.	24oz 12pk	\$2.10	24oz 12pk	6322	R&I White English Muffins	
English Muffins, Whole Wheat, 1/2 doz./pkg.	13oz 6pk	\$1.75	13oz 6pk	7057/7260	R&I Wheat English Muffins	
Fruit Cake	24oz box	\$7.97	24oz box	363	Entenmann Fruit Cake	
Hot Cross Buns, 1/2 doz./pkg.	15oz box	\$4.89	15oz box	3172	Entenmann Hot Cross Buns	
Pizza Crust, 16 x 24 sheet pan crust, ea.		No bid				
Rolls, Bulkie, 1 doz./pkg.	33oz 12pk	\$2.15	33oz 12pk	968	R&I LG Sandwich Roll	
Rolls, Dinner, White, 1 doz./pkg.	14oz 12pk	\$1.80	14oz 12pk	6247	R&I White Dinner Roll	
Rolls, Dinner, Wheat, 1 doz./pkg.	14oz 12pk	\$1.80	14oz 12pk	7268	R&I Wheat Dinner Roll	
Rolls, Finger, 1 doz./pkg.		No bid				
Rolls, Frankfort, Wheat, 16/pkg.	28oz 16pk	\$2.50	32oz 16pk	5196	R&I Wheat Hot Dog Roll	
Rolls, Frankfort, White 16./pkg.	24oz 16pk	\$1.75	24oz 16pk	6811/280	Freihofer Hot Dog Roll	
Rolls, Hamburg, Wheat, 16/pkg.	30oz 16pk	\$2.50	32oz 16pk	5198	R&I Wheat Hamburger Roll	
Rolls, Hamburg, White, 16/pkg	24oz 16pk	\$1.75	24oz 16pk	6282	Freihofer Hamburger Roll	
Rolls, Hogie, 1/2 doz./pkg.	18oz 6pk	\$2.50	19oz 6pk	1092	R&I 8" Hoagie Roll Sliced	
Rolls, Italian Sandwich, 8./pkg.	16oz 8pk	\$1.80	16oz 8pk	6596	Anzio Kaiser Roll	
Rolls, Sub, 6", 1/2 doz./pkg.	12oz 6pk	\$1.42	12oz 6pk	6513/8740	R&I 6" Sub Roll	
Tortilla, 12" Wheat, 1 doz./pkg.	42oz 12pk	No bid				
Tortilla, 6" Wheat, 1 doz./pkg.		\$2.00	12oz 8pk	3389	Sahara 8" Wheat Tortilla Wrap	

Division of Procurement Services
ATTN: Deborah Jacques, Procurement Analyst
Burton M. Cross Office Building
9 State House Station
Augusta, ME 04333-0009
Tel.: (207) 624-7890
Fax: (207) 287-6578

Contract Number
MA 18P 16051900000000000178

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Bread Products

Contractor: Bimbo Bakeries USA, Inc


Contract Period Extended To: June 30, 2019

Extension Clause: The State reserves the right to extend this contract at new lower pricing and current contract terms and conditions, for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract Number **MA 18P 16051900000000000178** until **6/30/2019** with new lower pricing and existing terms and conditions remaining as shown in the original Annual Contract Award Notification Copy of which is acknowledged on this date.

Contractor (print name): BIMBO BAKERIES USA, INC.

By (signature):  EDWARD PINKERTON

E-mail Address: EPinkerton@bbumail.com

Date: 6/4/18

Quarterly Report: The Division of Procurement Services **requires a quarterly report of sales** be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments. An emailed report is also acceptable (Debbie.Jacques@maine.gov).

Dollar value the State has spent on this contract from 7/1/17 to date: \$217,906