

Baked Goods

Contract #: GRO33	Contract Renewal Duration: 7/1/2017 to 6/30/18
MMARS #: GRO33*	Options to Renew: none
Contract Manager:	Name - Betty Fernandez- Phone 617 720 3133
	Email: Betty.Fernandez@state.ma.us
UNSPSC:	50-16-19-00-0000 – Baked Goods
Last change date: 6/29/17	Date: 6/29/17

Contract Summary

This contract covers a variety of Baked Goods products as identified within the statewide contract and which includes and is not limited to the products listed as follows:

- Hamburger rolls, hot dog rolls, dinner rolls, sub rolls, whole wheat bread, all types of sliced bread, English muffins, donuts, etc.

Departments may request any Identified products available on the Contractor’s Contract Award 2016-2017 price list located as an attachment in COMMBUYS <https://www.commbuys.com/bs0/advsearch/buyerAdvancedSearch.sdo>. In addition to the Contract Award an additional list of available Baked Goods Products is also available in COMMBUYS.

Baked Goods products not identified on the Contract Award and or the Additional Product list may also be purchased from the contractor as long as the products fall under the scope/description of the Baked Goods Statewide Contract.

Benefits and Cost Savings

The statewide contract covers a variety of Baked Goods products from a single contractor as Orograin Bakeries Sales, Inc. The benefits and potential cost savings are as follows:

- The identified baked good products have fixed pricing for the contract duration.



Pricing remains firm through 6/30/2016, which allow users to order and plan menus accordingly.

- Competitive Pricing – The Strategic Sourcing Services Team (SSST) awarded the contract to Orograin Bakeries Sales, Inc., a subsidiary of Bimbo Foods because they provided competitive pricing for baked goods.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

The contract is primary statewide contract used by Executive Agencies of the Commonwealth for Baked Goods. The statewide contract will be available for use by other eligible entities as listed in the Contract User Guide section entitled “Eligible Entities”. Each Commonwealth Agency and eligible entity is responsible for executing its own purchase orders and paying its own invoices for goods acquired from the statewide contract.

PLEASE NOTE: Contractor agrees to service all Eligible Entities. For purposes of this bid, and the resulting GRO33 Contract, an Eligible Entity is defined as a Commonwealth of MA agency or entity for which the accounts payable are paid directly by the Commonwealth of MA. All other agencies or entities may contact Contractor and if Contractor has the capacity and route structure to supply product covered under the state contract GRO33, Contractor will do so on a case by case basis as agreed to between the two parties. To be



considered an Eligible Entity, the entity must meet a \$75.00 minimum delivery per route system and not be subject to an existing contract or bid with Orograin Bakeries Sales, Inc. as of the Effective Date or the date such agency or entity desires service under the GR033 Contract.

Pricing and Purchase Options

Purchase Options: Purchases made through this contract will be direct, outright purchases.

How to use the contract

To get the best pricing available eligible entities should review and maintain a copy for reference the “Contract Award 2015-2016” pricing information located in COMMBUYS which identifies available baked good products and current contract pricing.

Price & Acquisition - There is firm pricing available for each item identified in the market basket list for every Commonwealth agency throughout the entire State. Pricing listed must remain firm through June 30, 2016.

All pricing WILL remain firm through July 31, 2018.

Additional Information

Nutritional Standards – Nutritional Standards: Executive Order (EO) 509 is a directive signed by the Governor that requires state agencies that provide a package of services, which include foods and beverages, to clients who are dependent on the state to follow specific nutrition standards when contracting for the purchase of foods and beverages. To ensure compliance please refer to the [Executive Order 509](#) for detailed information.

Label Specifications - Any product delivered under this contract must meet FDA label guidelines unless otherwise specified by the ordering facility. The contractor must supply an ingredient list and nutritional analysis upon request by contract users. Due to the increased incidence of food allergies, contractors may be asked to participate in developing a notification of ingredient changes program during the life of the contract.

Sample products for evaluation - Sample baked good products for evaluation purposes only may be requested by eligible entities using the statewide contract. Samples **MUST** be provided to requesting departments at no additional cost to the Commonwealth.



Ordering & Delivery - All deliveries will be FOB destination. All orders will be processed, confirmed and delivered based on established delivery schedules. The ordering location will establish a mutually agreed upon delivery schedule with the Contractor. The Contractor will make delivery of items as requested by the ordering facility. Any change in the specified delivery schedule is subject to approval by the ordering facility. The Contractor may not attempt to make deliveries to any facility on official state holidays, unless requested to do so by the ordering facility. Delivery schedules will conform to location requirements. Any item not delivered during an established delivery period may be canceled at no cost to the Commonwealth. The Contractor must place baked goods in a secure location designated by the contract user immediately upon delivery. Any spoilage due to non-compliance with this requirement will be returned at the Contractor's expense. Delivery staff must remove racks with each delivery. Any product delivered that does not conform to this requirement will be returned at the Contractor's expense. All products must be delivered within 48 hours of baking with an additional 96 hours of documented shelf life upon receipt of delivery. Ordering and delivery information must be made available to contract users upon request. Contract users must be notified of any incorrect or short orders, prior to delivery. Incorrect or short orders must be corrected to the contract user's satisfaction within 24 hours.

Other Delivery Requirements - If applicable, the Contractor must meet all of the Department of Correction (DOC)/County Sherriff's Department security requirements applicable to each DOC facility and County Sherriff's Department. Requirements may include, but are not limited to: inspection and search of all delivery vehicles including the driver, cab and all contents thereof; locking gas or fuel caps; all drivers must pass a CORI background check; no split load deliveries where required; strict delivery time requirements and any other security requirements as deemed necessary by the department or institution. The Contractor may be asked to deliver products outside the established delivery schedule to respond to emergency situations when necessary.

Returns - Product will be inspected upon receipt of delivery. If a product fails inspection by the receiving facility, the product will be rejected and the Contractor must replace it immediately at no additional expense to the facility. Departments must not accept the delivery of any product that is visibly damaged, dented, squeezed or torn. Furthermore, the Contractor will replace any item received in damaged or unacceptable condition at no cost to the contract user.



Recalls - The Contractor will provide timely notification to all contract users that have ordered a product that has been recalled. The Contractor will issue a credit to the user's account for all recalled products.

Customer Service – The Contractor will provide customer service to all users of the contract. That service must include the following components: The Contractor's personnel answering the customer service line must be well versed on all requirements of the Statewide Contract and must be able to easily answer user's questions about pricing, product and service. If the Contractor receives a complaint about food quality, a sample of the item must be collected immediately, inspected and analyzed for quality within a reasonable time, at no additional cost to the Commonwealth. The Operational Services Division (OSD) Strategic Sourcing Services Lead (SSSL), Betty Fernandez must be contacted immediately by the Contractor's Account Manager and informed of the status of the complaint, if the complaint is not resolved to the user's full satisfaction within agreed upon time period.

Quality Assurance - The Contractor must monitor on a continuous basis, the quality of the products offered under this contract. The Contractor is required to have a self-inspection system that monitors, identifies and corrects any deficiencies that may occur in the quality of the products furnished to the Commonwealth. The OSD Strategic Sourcing Services Lead (SSSL) must be notified of any corrective actions as they are taken.

Price & Acquisition There is firm pricing available for each item identified in the market basket list for every Commonwealth agency throughout the entire State. Pricing listed must remain firm through June 30, 2017.

Vendor List and Contract Information

Please refer to Price & Acquisition - A market basket price sheet is available for the vendor on COMMBUYS website: <https://www.commbuys.com/bsol> please refer to instructions below for how to obtain the contract information in COMMBUYS.



Contractor Information

VC0000497994 Vendor Line 1

Click on COMMBUYS link for details:

[PO-14-1080-OSD01-OSD10-00000000010](https://www.commbuys.com/PO-14-1080-OSD01-OSD10-00000000010)

Contractor:

Orograin Bakeries Sales, Inc. d/b/a Bimbo Foods, Inc.

Address

1 Petra Lane, Albany, New York 12205

Account Manager

Edward Pinkerton, Food Service Manager

Phone:

800-818-4772 ext. 21 or 28

Fax:

Fax: 518-452-1563

E-mail Address

EPickerton@bbumail.com or

Assistant: Virginia Newell

E-mail: VNewell@bbumail.com

Web Site Address

Website: www.BimboBakeriesUSA.com

Service Area

Statewide

Emergency Contact

Edward Pinkerton, Food Service Manager

1 Petra Lane, Albany, New York 12205

800-818-4772 x21 or x28

Strategic Sourcing Services Team Members

Stephen Burnett

Dept. of Correction

Stephen Toomey

Dept. of Correction

Summary of Where to Obtain Important Contract Information in COMMBUYS

This contract has been set up as a line item catalog in COMMBUYS with specific pricing for line items identified.

There is one (1) vendor on this contract which has been assigned a unique Master Blanket Purchase Order (PO) [PO-14-1080-OSD01-OSD10-00000000010](https://www.commbuys.com/PO-14-1080-OSD01-OSD10-00000000010). Vendor prices are located with each line item identified with the Master Blanket Purchase Order.

How to place an order

Once a price has been obtained and selected the ordering process is as follows:

- Initiate a new requisition



- Search for an item (Use GRO33) in the description
- Select the vendor you will be placing an order with
- Select the appropriate catalog line
- Enter quantity of line item
- Enter the total price
- Add additional items if needed as required
- Submit for approval

RPA Release: This contract has been set up as RPA Release enabled to allow contract users who place reoccurring orders directly with the vendor to capture spend after-the-fact associated with this contract. Contract Managers have carefully selected the contracts that would qualify for RPA Release transactions. Typically this is due to system or process impracticality and/or emergency situations preventing the standard COMMBUYS purchase order processes from being followed to process paper invoices. For more details please consult the COMMBUYS Policy Document.

Once the paper invoice for the goods or services is received by the agency, follow the directions in the [RPA Release Job Aid](#) located at Job Aids for Purchasers when entering the information into COMMBUYS; use below guidance for entering items off of the paper invoice and into a Release Requisition in the “Items” Tab:

1. Follow directions in RPA Release Enabled Requisition Job Aid until you come to the Search field in the “Items tab.”
2. In the “Items” tab Search field, type in the following to get the items: contract description (“GRO33”), and the vendor name.
3. Select the appropriate catalog line; a line has been setup for RPA Release transactions.
4. In the zero dollar line items, accurately fill in the data.
5. Enter accurate invoice numbers in the mandatory Invoice Number field for each item.
6. Attach scanned copies of all records pertaining to order placement (could be an unofficial email quote), the receipt of goods or services, and the final invoice in the “Attachments” section.
7. The final invoice amount should match the Release Requisition total on the Summary tab.

Enter only one invoice per Release Requisition.