

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, ROLLS AND RELATED PRODUCTS – (Lot I, II and III)	
		Classification Code: 50	
Award Number	:	<u>20444</u>	(Replaces Award 01188; 01189; 01306; 19811)
Contract Period	:	November 1, 2006 thru January 31, 2013	
Bid Opening Date	:	June 27, 2006	
Date of Issue	:	November 2, 2006 (Revised 08/03/2012)	
Specification Reference	:	As Incorporated In The Invitation for Bids	
Contractor Information	:	Appears on Page 2 of this Award	

Address Inquiries To:

State Agencies & Vendors	
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 certain County Correctional facilities with fresh bread and rolls and related products. 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 # 20444-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>
PC62634	Orograin Bakeries Sales, Inc. c/o Bimbo Foods, Inc. 255 Business Center Drive Horsham, PA 19044	1-800-818-4772 x27 518-456-4792 x27 David Ziobrowski Fax No. 518-452-1563 E-mail: dziobrowski@bbumail.com Web: www.bimbobakeriesusa.com	113519173 1000043342

Note To Agencies: Person to contact in the event of an emergency occurring after business hours or on weekend/holiday or to resolve contract issues:

Name: David Ziobrowski
Title: Food Service Manager
Telephone Number: 518-456-4792 x27
Fax Number: (518) 452-1563
Cellular Telephone Number: (518-813-2811)
E-Mail Address: dziobrowski@bbumail.com

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 518-486-1255 or 518-402-4067.

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 shall include:

- Dock delivery
- "Restricted" delivery (see separate "DELIVERY" clause)
- Delivery to any State agency location. A historical list of participating agencies is contained in the "SITE LOCATION" identified under each LOT.

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.

PPI Price Adjustment – Pricing is firm through October 31, 2007. If requested by the contractor, beginning on November 1, 2007 and then each November 1st thereafter, the originally bid contract prices may be adjusted based on the PPI for "Processed foods and feeds, Bakery products", Not Seasonally Adjusted (Series ID: WPU0211) as published by the US Department of Labor, Bureau of Labor Statistics, Washington D. C. 20212. The maximum allowance for any price adjustment requested for any individual year shall be 5%. The price adjustment is calculated by taking the most recent PPI value in effect for the month of July of the year under consideration and dividing that by the "referenced period": July 2006. The 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. An example of a price adjustment calculation for a requested price adjustment effective November 2007 follows: (All figures used are for illustrative purposes only)

PPI (WPU0211) July 2007	170.7
PPI (WPU0211) July 2006	163.5
Equals index point change	7.2
Divided by "referenced" period PPI equals:	0.04403
Rounded to nearest thousandth:	0.044
Results multiplied by 100 to achieve percent and rounded to nearest whole percent.	4.4% = 4% increase

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PRICE: (Cont'd)

Since there was an increase in the PPI value, all original contract prices will be increased by 4%. In the event the PPI value showed a decrease of more than 1% in the time frame involved, the State shall notify the contractor and the appropriate price reductions shall be implemented.

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.

If price lists were submitted as part of the original bid, the PPI price adjustment clause will not apply to products on these documents. Replacement price lists must be submitted for consideration by the Office of General Services Procurement Services Group. No more than one price list revision will be permitted in a twelve month period.

Unworkable Price Structure:

Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State or result in prices which are not truly reflective of current market conditions, or 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.

Limitation:

Price adjustments are limited to changes as allowed for in this price adjustment clause. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs to the contractor, will not be allowed during the contract period.

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

LOT I: DOWNSTATE, LONG ISLAND & NYC REGION (SITE LOCATIONS)

<u>County</u>	<u>Zip Code</u>	<u>Facility Name</u>	<u>Street Address</u>	<u>City</u>
ORANGE, ROCKLAND, WESTCHESTER	10507	Bedford Hills Correctional	247 Harris Rd.	Bedford Hills
	10507	Taconic Correctional	250 Harris Rd.	Bedford Hills
	10516	Taconic Educ. Ctr., Parks	Fahnestock St. Pk.	Cold Spring
	10562	Sing Sing Correctional	354 Hunter St.	Ossining
	10566	Military & Naval Affairs	Camp Smith, #504	Peekskill
	10701	Yonkers Youth Facility	442 Warburton Ave.	Yonkers
	10924	Goshen Secure Center	Cross Road	Goshen
	10940	Middletown Psy. Ctr.	141 Monhagen Ave.	Middletown
	10940	Middletown Resid. OCFS	393 County Rte. 78	Middletown
	10958	Hudson Psy. Ctr.	Route 17M	New Hampton
	10962	Rockland Psy. Ctr.	Old Orangeburg Rd.	Orangeburg
	10962	Rockland Child Psy. Ctr.	Convent Road	Orangeburg
	10984	Letchworth Dev. Ctr.	Ridge Road	Thiells
	10993	Helen Hayes Hospital	Route 9W	W. Haverstraw

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LOT I: DOWNSTATE, LONG ISLAND & NYC REGION (SITE LOCATIONS) (Cont'd)

BRONX, NEW YORK	10011	Bayview Correctional	550 W. 20th St.	New York	
	10026	Lincoln Correctional	31 W. 110th St.	New York	
	10032	NYS Psychiatric Inst.	722 W. 168th St.	New York	
	10032	Edgecombe Correctional	611 Edgecombe Ave.	New York	
	10035	Manhattan Psy. Ctr.	700 E. 125th St.	Wards Island	
	10451	Pyramid Residential OCFS	470 E. 161st St.	Bronx	
	10457	Fulton Correctional	1511 Fulton Ave.	Bronx	
	10461	Bronx Psychiatric Ctr.	1500 Waters Place	Bronx	
	10461	Bronx Child Psy. Ctr.	1000 Waters Place	Bronx	
	10461	Bronx Dev. Ctr.	1200 Waters Place	Bronx	
	10467	Bronx Residential, OCFS	170 E. 210th St.	Bronx	
	10469	Bronx Comm. Resid. OCFS	161 Given Ave.	Bronx	
	KINGS, RICHMOND	11101	Queensboro Correctional	47-04 Van Dam St.	Long Is. City
		11203	Kingsboro Psy. Ctr.	681 Clarkson Ave.	Brooklyn
		11203	Brooklyn Youth, OCFS	96 E. 43rd St.	Brooklyn
11208		Brooklyn Dev. Ctr.	888 Fountain Ave.	Brooklyn	
11221		Kingsboro A.T.C.	754 Lexington Ave.	Brooklyn	
11221		Ella McQueen Resid. OCFS	41 Howard Ave.	Brooklyn	
11225		Brooklyn Res., OCFS	1125 Carroll St.	Brooklyn	
10305		South Beach Psy. Ctr.	777 Seaview Ave.	Staten Island	
10309		Arthurkill Correctional	2911 Arthukill Rd.	Staten Island	
10314		Staten Island Dev. Ctr.	1150 Forest Hill Rd.	Staten Island	
10314		Basic Research Institute	1050 Forest Hill Rd.	Staten Island	
10314		Willowbrook Res., OCFS	1133 Forest Hill Rd.	Staten Island	
QUEENS, NASSAU, SUFFOLK		11414	Howard Park Dev. Ctr.	155-55 Crossbay	Howard Beach
	11426	Queens Chld Psy. Ctr.	74-03 Commonwealth	Bellerose	
	11427	Creedmoor Psy. Ctr.	80-45 Winchester	Queens Village	
	11717	Pilgrim Psy. Ctr.	Sagtikos St. Pkwy.	W. Brentwood	
	11722	Central Islip Psy. Ctr.	Carleton Ave.	Central Islip	
	11746	Brentwood Residential, DFY	12-30 Commack Rd.	Dix Hills	
	11747	Long Island Dev. Ctr.	133 Carmen Road	Melville	
	11747	Sagamore Child Psy. Ctr.	197 Half Hollow Rd.	Melville	
	11754	Kings Park Psy. Ctr.	Route 25A	Kings Park	

(continued)

LOT I: DOWNSTATE, LONG ISLAND AND NYC REGIONS:

<u>Item No.</u>	<u>Product Group</u>	<u>"Unit" For Estimated Quantity</u>	<u>Delivered Price Per "Unit"</u>	<u>Code Number(s)</u>
1.	BREAD AND ROLLS			
A.	<u>SLICED LOAF BREAD</u>			
	Wheat	Loaf	\$.99	6739/6195
	White	Loaf	\$.87	6740/1024
	Rye	Loaf	\$1.08	6305/2094
	100% Whole Wheat	Loaf	\$1.74	149/2050
B.	<u>WRAPPED SLICES DISCONTINUED effective June 1, 2007</u>			
C.	<u>ROLLS</u>			
	Hamburger	16/pack	\$1.19	6282/3426/3413
	Frankfurter	16/pack	\$1.19	280/5926/3410
	Dinner (Soft)	Dozen 16/pack	\$.98 \$1.31	6247 5928/5374
	Hoagie/Submarine	6/pack	\$1.14	8740/3745/3765

(continued)

D. ADDITIONAL BREAD, ROLLS AND BAKERY ITEMS WHICH MAY BE PURCHASED FROM PRICE LIST.

THE FOLLOWING LIST OF AGENCIES ARE SERVICED BY FREIHOFFER AND SHOULD UTILIZE THE FOLLOWING PRICE LIST:

Orograin Bakeries Sales, Inc., Freihofer Price List. (See page 20)

Note: Pricing is list, no discount or upcharge to be applied.

FREIHOFFER SERVICED

BRONX DEV. CENTER	TACONIC EDUC. CTR., PARKS
BASIC RESEARCH INSTITUTE	YONKERS YOUTH FACILITY
ROCKLAND CO HEALTH	LETCHWORTH DEV. CENTER
ROCKLAND CO JAIL #2	PYRAMID RESIDENTIAL, OCFS
FULTON CORRECTIONAL FACILITY	BEDFORD HILLS CORRECTIONAL FACILITY
SING SING CORRECTIONAL FACILITY	TACONIC CORRECTIONAL FACILITY
ROCKLAND PSYCH CENTER	BEDFORD HILLS COMMISSARY
ROCKLAND CHILD PSY CENTER	ARTHUR KILL CORRECTIONAL FACILITY
HELEN HAYES HOSPITAL	SO BEACH PSY CENTER
BRONX PSY CENTER	STATEN ISLAND DEV CENTER
BRONX CHILD PSY CENTER	WILLOWBROOK RESIDENTIAL, OCFS
COOK HILL PROD CENTER, OMH	MILITARY & NAVAL AF, CAMP SMITH
BRONX COMM. RESIDENCE, OCFS	CAMP DEBRUCE, DEC
HUDSON PSY. CENTER	BRONX RESIDENTIAL CENTER, OCFS
MIDDLETOWN RESID., OCFS	RICHARD C. WARD - OASAS
	GOSHEN SECURE CENTER
	MIDDLETOWN PSY. CENTER

AGENCIES SERVICED BY STROEHMANN ARE LISTED BELOW AND SHOULD UTILIZE THE FOLLOWING PRICE LIST:

Orograin Bakeries Sales Inc., Stroehmann Price List. (See page 21)

Note: Pricing is list, no discount or upcharge to be applied.

STROEHMANN SERVICED

CENTRAL ISLIP PSY. CENTER	HOWARD PARK DEV. CENTER
LONG ISLAND DEV. CENTER	BROOKLYN RESIDENTIAL, OCFS
BAYVIEW CORRECTIONAL FACILITY	BROOKLYN YOUTH, OCFS
BROOKLYN CHILDRENS CTR.	NYS PSYCHIATRIC INSTITUTE
BROOKLYN DEV. CENTER	ELLA MCQUEEN RESIDENCE, OCFS
KINGSBORO ATC	KINGSBORO PSY CENTER
KIRBY FORENSIC PSY CENTER	LINCOLN CORRECTIONAL FACILITY
MANHATTAN ATC	MANHATTAN PSY CENTER
QUEENSBORO CORRECTIONAL FACILITY	BERNARD FINESON DEV. CENTER
BRENTWOOD RESIDENTIAL CENTER OCFS	CREEDMOOR PSY CENTER
KINGS PARK PSY CENTER	PILGRIM PSY CENTER BUILDING #25
PILGRIM PSY CENTER BUILDING #83	QUEENS CHILD PSY CENTER
EDGECOMBE CORRECTIONAL FACILITY	SAGAMORE CHILD PSY. CENTER

If your facility is not listed under either list please contact this office for ordering instructions.

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LOT I; ITEM 1 – BREAD & ROLLS ITEM INFORMATION: **FREIHOFER PRODUCT LINE**

<u>Product</u>	<u>Brand/ Code Number</u>	<u>Loaf Weight (Ounces)</u>	<u>Slice Thickness</u>	<u>Usable Slices In Loaf</u>	<u>Loaves In Tray</u>	<u>Shelf Life After Delivery</u>
SLICED LOAF						
Wheat	6739	22 oz.	½”	26	10	10 days
White	6740	22 oz.	½”	26	10	10 days
Rye	6305	24 oz.	½”	24	10	10 days
100% Whole Wheat	149	24 oz.	½”	18	12	10 days

	<u>Brand/ Code Number</u>	<u>Individual Roll Weight (Ounces)</u>	<u>Roll Size (length)</u>	<u>Rolls In Bag</u>	<u>Bags In Tray</u>	<u>Shelf Life After Delivery</u>
ROLLS						
Hamburger	6282	1.38 oz.	3 ½”	16	6	10 days
Frankfurter	280	1.38 oz.	6”	16	6	10 days
Dinner	6247	1.17 oz.	2”	12	8	10 days
Hoagie/Sub	8740	2 oz.	6”	6	9	10 days

(continued)

LOT I; ITEM 1 – BREAD & ROLLS ITEM INFORMATION: **STROEHMANN PRODUCT LINE**

<u>Product</u>	<u>Brand/ Code Number</u>	<u>Loaf Weight (Ounces)</u>	<u>Slice Thickness</u>	<u>Usable Slices In Loaf</u>	<u>Loaves In Tray</u>	<u>Shelf Life After Delivery</u>
SLICED LOAF						
Wheat	6195	24 oz.	9/16"	24	10	10 days
White	1024	22 oz.	9/16"	24	10	10 days
Rye	2094	24 oz.	9/16"	24	10	10 days
100% Whole Wheat	2050	24 oz.	5/8"	17	10	10 days
	<u>Brand/ Code Number</u>	<u>Individual Roll Weight (Ounces)</u>	<u>Roll Size (length)</u>	<u>Rolls In Bag</u>	<u>Bags In Tray</u>	<u>Shelf Life After Delivery</u>
ROLLS						
Hamburger	3426/3413	1.38 oz.	3 ½"	16	6	10 days
Frankfurter	5926/3410	1.38 oz.	6"	16	6	10 days
Dinner	5928/5374	1.13 oz.	2"	16	8	10 days
Hoagie/Sub	3745/3765	2.5 oz.	6"	6	9	10 days

(continued)

LOT II: CENTRAL REGION (SITE LOCATIONS)

<u>County</u>	<u>Zip Code</u>	<u>Facility Name</u>	<u>Street Address</u>	<u>City</u>
BROOME	13901	Binghamton Psy. Ctr.	425 Robinson St.	Binghamton
	13903	Binghamton Urban Home	43 Park Ave.	Binghamton
	13905	Broome Dev. Ctr.	Glenwood Road	Binghamton
CAYUGA	13024	Auburn Correctional	135 State St.	Auburn
	13201	Auburn Residential Ctr.	RD 4 Pine Ridge Rd.	Auburn
	13118	Cayuga Correctional	Box 1150 – Rte. 38A	Moravia
	13024	Harriet Tubman	Pine Ridge Road	Auburn
CHEMUNG	14902	Elmira Psy. Ctr.	100 Washington St.	Elmira
	14902	Elmira Reception Ctr.	Box 500	Elmira
	14902	Elmira Commtty Residence	PO Box 734	Elmira
	14871	Southport Correctional	PO Box 2000 Institution Rd.	Pine City
CHENANGO	13844	Camp Pharsalia	Route 23	S. Plymouth
	13838	N.Y.S. Veterans Home	East River Road	Oxford
CORTLAND		None at time solicitation was drafted		
JEFFERSON	13618	Cape Vincent Correctional	PO Box 599	Cape Vincent
	13601	Corps of Cadet Program	Fort Drum	Watertown
	13601	Watertown Correctional	23147 Swan Rd.	Watertown
LEWIS		None at time solicitation was drafted		
MADISON	13072	Camp Georgetown	RD #1 – Box 48	Georgetown
ONEIDA	13471	Annsville Residential	RR #1	Taberg
	13403	Central NY Psy. Ctr.	PO Box 300 – River Rd.	Marcy
	13442	D.O.C.S. Food Prod. Ctr.	Evans Drive – PO Box 4110	Rome
	13403	Marcy Correctional	PO Box 5000	Marcy
	13403	Mid-State Corr. Fac.	PO Box 216 – River Rd.	Marcy
	13440	Mohawk Correctional	6100 School Road	Rome
	13403	Mid-State Corr. Fac.	PO Box 216 – River Rd.	Marcy
	13440	Mohawk Correctional	6100 School Road	Rome
	13502	Mohawk Valley Psy. Ctr.	1400 Noyes At York	Utica
	13440	NYS School For the Deaf	401 Turnin St.	Rome
	13440	Oneida Correctional Fac.	6100 School Road	Rome
	13471	Taberg Residential	R..R. #1	Taberg
13440	Walsh Medical Center	6100 School Road	Rome	

(continued)

LOT II: CENTRAL REGION (SITE LOCATIONS) (CONT'D)

<u>County</u>	<u>Zip Code</u>	<u>Facility Name</u>	<u>Street Address</u>	<u>City</u>
ONONDAGA	13210	R. H. Hutchings Psy.	620 Madison St.	Syracuse
	13204	Syracuse Develop. Ctr.	800 S. Wilbur Ave.	Syracuse
	13203	Syracuse Youth Dev. Ctr.	102 Lincoln Park	Syracuse
ONTARIO		None at time solicitation was drafted		
OSWEGO		None at time solicitation was drafted		
SCHUYLER	14812	Monterey Shock	RD #1, 2150 Evergreen Hill Rd.	Beaver Dams
SENECA	14588	Willard Psy. Ctr.	Route 90, 6A	Willard
STEUBEN	14810	Steuben County Jail	7007 Rumsey St. Ext.	Bath
TIOGA		None at time solicitation was drafted		
TOMPKINS	14882	Lansing Residential	PO Box A-270 Auburn Rd.	Lansing
	14882	Louis Gossett Residential Ctr.	250 Auburn Rd.	Lansing
	14817	Maccormick Residential	R.D. #1 – South Rd.	Brooktondale
WAYNE	13143	Butler Shock Incr. Fac.	PO Box 388 Westbury Cutoff	Red Creek
	14513	Newark Develop. Ctr.	703 East Maple Ave.	Newark
YATES		None of time solicitation was drafted		

(continued)

LOT II: CENTRAL REGION:

<u>Item No.</u>	<u>Product Group</u>	<u>"Unit" For Estimated Quantity</u>	<u>Delivered Price Per "Unit"</u>	<u>Code Number(s)</u>
1.	BREAD AND ROLLS			
A.	<u>SLICED LOAF BREAD</u>			
	Wheat	Loaf	\$.99	6739/6195
	White	Loaf	\$.82	6740/1024
	Rye	Loaf	\$1.08	6305/2094
	100% Whole Wheat	Loaf	\$1.47	149/2050
B.	<u>ROLLS</u>			
	Hamburger	16/pack	\$1.08	6282/3426/3413
	Frankfurter	16/pack	\$1.08	280/5926/3410
	Dinner (Soft)	Dozen 16/pack	\$.86 \$1.16	6247 5928/5374
	Hoagie/Submarine	6/pack	\$.98	8740/3745/3765
C.	<u>ADDITIONAL BREAD, ROLLS AND BAKERY ITEMS WHICH MAY BE PURCHASED FROM PRICE LIST.</u>			

THE FOLLOWING LIST OF AGENCIES ARE SERVICED BY FREIHOFER AND SHOULD UTILIZE THE FOLLOWING PRICE LIST

Orogran Bakeries Sales, Inc., Freihofer Price List. (See page 20)

Note: Pricing is list, no discount or upcharge to be applied.

FREIHOFER SERVICED

ONEIDA COUNTY JAIL
 MARCY CORRECTIONAL FACILITY
 MID-STATE CORRECTIONAL FACILITY
 ANNSVILLE RESIDENTIAL CENTER, OCFS
 MOHAWK CORRECTIONAL FACILITY
 MOHAWK VALLEY PSY CENTER
 WATERTOWN CORRECTIONAL FACILITY
 FOOD PRODUCTION CENTER, DOCS
 NYS SCHOOL FOR THE DEAF

CENTRAL NY PSY CENTER-STR
 CENTRAL NY PSY CENTER
 TABERG RESIDENTIAL CENTER, OCFS
 WALSH MEDICAL CENTER
 ONEIDA CORRECTIONAL FACILITY
 MOHAWK PSY DELI
 CAPE VINCENT CORRECTIONAL FACILITY
 CORP OF CADETS PROGRAM
 R.H. HUTCHINGS PSY. CENTER
 SYRACUSE DEV. CENTER
 SYRACUSE YOUTH DEV. CENTER

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AGENCIES SERVICED BY STROEHMANN ARE LISTED BELOW AND SHOULD UTILIZE THE FOLLOWING PRICE LIST:

Orograin Bakeries Sales, Inc., Stroehmann Price List page 21)

NOTE: Pricing is list, no discount or upcharge to be applied.

STROEHMANN SERVICED

ELMIRA COMMUNITY RESIDENCE
FIVE POINTS CORRECTIONAL FACILITY
SOUTHPORT CORRECTIONAL FACILITY
ELMIRA PSY CENTER
LOUIS GOSSETT RES. CENTER, OCFS
MONTEREY SHOCK INCARCERATION FACILITY
CAMP GEORGETOWN
AUBURN CORRECTIONAL FACILITY
CAYUGA CORRECTIONAL FACILITY
HARRIET TUBMAN RESIDENCE, OCFS
BROOME DEV. CENTER

BINGHAMTON URBAN HOME
NEWARK DEVELOPMENT CENTER
ELMIRA RECEPTION CENTER
WILLARD DRUG TREATMENT CENTER
LANSING RESIDENTIAL CENTER, OCFS
MACCORMICK RESIDENTIAL CENTER, OCFS
YATES CO. SHERIFF'S DEPARTMENT
CAMP PHARSALIA
BUTLER SHOCK INCARCERATION FACILITY
AUBURN RESIDENTIAL CENTER, OCFS
NYS VETERANS HOME, OXFORD
BINGHAMTON PSY CENTER

If your facility is not listed under either list please contact this office for ordering instructions.

(continued)

LOT II; ITEM 1 – BREAD & ROLLS ITEM INFORMATION: **FREIHOFER PRODUCT LINE**

<u>Product</u>	<u>Brand/ Code Number</u>	<u>Loaf Weight (Ounces)</u>	<u>Slice Thickness</u>	<u>Usable Slices In Loaf</u>	<u>Loaves In Tray</u>	<u>Shelf Life After Delivery</u>
SLICED LOAF						
Wheat	6739	22 oz.	½”	26	10	10 days
White	6740	22 oz.	½”	26	10	10 days
Rye	6305	24 oz.	½”	24	10	10 days
100% Whole Wheat	149	24 oz.	½”	18	12	10 days
<u>ROLLS</u>	<u>Brand/ Code Number</u>	<u>Slice Weight (Ounces)</u>	<u>Slice Thickness</u>	<u>Slices In Box</u>	<u>Boxes In Tray</u>	<u>Shelf Life After Delivery</u>
Hamburger	6282	1.38 oz.	3 ½”	16	6	10 days
Frankfurter	280	1.38 oz.	6”	16	6	10 days
Dinner	6247	1.17 oz.	2”	12	8	10 days
Hoagie/Sub	8740	2 oz.	6”	6	9	10 days

(continued)

LOT II; ITEM 1 – BREAD & ROLLS ITEM INFORMATION: **STROEHMANN PRODUCT LINE**

<u>Product</u>	<u>Brand/ Code Number</u>	<u>Loaf Weight (Ounces)</u>	<u>Slice Thickness</u>	<u>Usable Slices In Loaf</u>	<u>Loaves In Tray</u>	<u>Shelf Life After Delivery</u>
SLICED LOAF						
Wheat	6195	24 oz.	9/16"	24	10	10 days
White	1024	22 oz.	9/16"	24	10	10 days
Rye	2094	24 oz.	9/16"	24	10	10 days
100% Whole Wheat	2050	24 oz.	5/8"	17	10	10 days
	<u>Brand/ Code Number</u>	<u>Individual Roll Weight (Ounces)</u>	<u>Roll Size (length)</u>	<u>Rolls In Bag</u>	<u>Bags In Tray</u>	<u>Shelf Life After Delivery</u>
ROLLS						
Hamburger	3426/3413	1.38 oz.	3 1/2"	16	6	10 days
Frankfurter	5926/3410	1.38 oz.	6"	16	6	10 days
Dinner	5928/5374	1.13 oz.	2"	16	8	10 days
Hoagie/Sub	3745/3765	2.5 oz.	6"	6	9	10 days

(continued)

LOT III HUDSON VALLEY/ADIRONDACK REGION (SITE LOCATIONS):

<u>County</u>	<u>Zip Code</u>	<u>Facility Name</u>	<u>Street Address</u>	<u>City</u>
ALBANY	12203	Taft Ave. Group Home, OCFS	35 Taft Ave.	Albany
	12208	Capital District Psy. Ctr.	75 New Scotland Ave.	Albany
	12208	DOCS – Police Academy	1134 New Scotland Ave.	Albany
	12147	Cass Residential Center, OCFS	County Route 358	Rennselaerville
CLINTON	12910	Altona Correctional Fac.	Devil Den Rd.	Altona
	12929	Clinton Correctional Fac.	Cook Street	Dannemora
	12952	Lyon Mountain Corr. Fac.	Route 374	Lyon Mountain
	12985	Adirondack Wilderness Challenge, OCFS	Norrisville Rd.	Schuyler Falls
COLUMBIA	12513	Brookwood Secure Ctr., OCFS	Spook Rock Rd.	Claverack
	12534	Hudson Corr. Fac.	East Court St..	Hudson
DELAWARE	13804	Brace Residential Ctr., OCFS	Route 8	Masonville
	13842	Allen Residential Ctr., OCFS	Route 10	South Kortright
	13842	Youth Leadership Academy, OCFS	Route 10	South Kortright
DUTCHESS	12508	Beacon Corr. Fac.	Asylum Rd.	Beacon
	12508	Fishkill Corr. Fac.	Prospect Street	Beacon
	12524	Downstate Corr. Fac.	Red Schoolhouse Rd.	Fishkill
	12601	Hudson River Psy. Ctr.	373 North Rd.	Poughkeepsie
	12571	Parker Training Academy, OCFS	County Route 56	Red Hook
	12571	Red Hook Residential Ctr., OCFS	County Route 56	Red Hook
	12582	Green Haven Corr. Fac.	Route 216	Stormville
	12592	Taconic DDSO*	Route 22	Wassaic
	12594	Harlem Valley Secure Ctr., OCFS	Hutchinson Ave.	Wingdale
*= Indicates Multiple Delivery Locations				
ESSEX	12956	Moriah Shock Incar. CF	Fisher Hill Rd.	Mineville`
	12977	Adirondack Corr. Fac.	Old Raybrook Rd.	Ray Brook
FRANKLIN	12920	Chateaugay ASACTC	Route 11	Chateaugay
	12939	Camp Gabriels Corr. Fac.	Route 192	Gabriels
	12953	Bare Hill Corr. Fac.	Cady Road	Malone
	12953	Franklin Corr. Fac.	Bare Hill Road	Malone
	12986	Sunmount DDSO*	403 Park St.	Tupper Lake
	12953	Upstate Corr. Fac.	309 Bare Hill Road	Malone
*= Indicates Multiple Delivery Locations				
FULTON	12078	Gloversville Residence, OCFS	171 South Main St.	Gloversville
	12095	Hale Creek ASACTC	279 Maloney Rd.	Johnstown
	12095	Tryon Residential Ctr. *, OCFS	Perth-Johnstown Rd.	Johnstown
*= Indicates Multiple Delivery Locations				
GREENE	12051	Coxsackie Corr. Fac.	County Route 9	Coxsackie
	12051	Greene Corr. Fac.	County Route 9	Coxsackie
HAMILTON		None at time solicitation was drafted		
HERKIMER		None at time solicitation was drafted		

(continued)

GENERAL INFORMATION (Cont'd)

LOT III HUDSON VALLEY/ADIRONDACK REGION (SITE LOCATIONS): (Cont'd)

<u>County</u>	<u>Zip Code</u>	<u>Facility Name</u>	<u>Street Address</u>	<u>City</u>
MONTGOMERY		None at time solicitation was drafted		
ORANGE	10963	Otisville Correctional Facility	Sanitorium Ave.	Otisville
	10990	Mid-Orange Correctional Facility	900 Kings Hwy.	Warwick
OTSEGO		None at time solicitation was drafted		
PUTNAM		None at time solicitation was drafted		
RENSSELAER		None at time solicitation was drafted		
ST. LAWRENCE	13642	Gouverneur Corr. Fac.	Scotch Settlement Rd.	Gouverneur
	13669	St. Lawrence Psy. Ctr.	Chimney Point Dr.	Ogdensburg
	13669	Riverview Corr. Fac.	Route 37	Ogdensburg
	13669	Ogdensburg Corr. Fac.	One Correction Way	Ogdensburg
	13676	Sunmount House	4 Sealy Dr.	Potsdam
SARATOGA	12866	Mount McGregor Corr. Fac.	Mt. McGregor Rd.	Wilton
SCHENECTADY	12304	Capital District DDSO*	Balltown & Consaul Rd.	Schenectady
	12305	Schenectady Co. Jail	320 Veeder Ave.	Schenectady
	12307	Schenectady Group Home, OCFS	150 No. Brandywine Ave.	Schenectady
*=Indicates multiple delivery locations.				
SCHOHARIE	12175	Summit Shock Incar. CF	Dibbles Rd.	Summit
SULLIVAN	12733	Sullivan Corr. Fac.	Riverside Dr.	Fallsburg
	12758	Camp DeBruce, DEC	Mongaup Rd.	Livingston Manor
	12788	Woodbourne Corr. Fac.	Riverside Dr.	Woodbourne
ULSTER	12458	Ulster Corr. Fac.	Berne Rd.	Napanoch
	12458	Eastern Corr. Fac.	Institution Rd.	Napanoch
	12528	Highland Residential, OCFS	N. Chodikee Lake Rd.	Highland
	12589	Walkkill Corr. Fac.	Prison Rd.	Walkkill
	12589	Shawangunk Corr. Fac.	Prison Rd.	Walkkill
WARREN		None at time solicitation was drafted		
WASHINGTON	12821	Great Meadow Corr. Fac.	Route 22	Comstock
	12821	Washington Corr. Fac.	Lock 11 Rd.	Comstock

(continued)

LOT III: HUDSON VALLEY & ADIRONDACK REGION:

<u>Item No.</u>	<u>Product Group</u>	<u>"Unit" For Estimated Quantity</u>	<u>Delivered Price Per "Unit"</u>	<u>Code Number(s)</u>
1.	BREAD AND ROLLS			
A.	<u>SLICED LOAF BREAD</u>			
	Wheat	Loaf	\$.99	6739
	White	Loaf	\$.87	6740
	Rye	Loaf	\$1.08	6305
	100% Whole Wheat	Loaf	\$1.74	149
B.	<u>ROLLS</u>			
	Hamburger	16/pack	\$1.19	6282
	Frankfurter	16/pack	\$1.19	280
	Dinner (Soft)	Dozen	\$.98	6247
	Hoagie/Submarine	6/pack	\$1.37	8740
C.	<u>ADDITIONAL BREAD, ROLLS AND BAKERY ITEMS WHICH MAY BE PURCHASED FROM PRICE LIST. THE FOLLOWING PRICE LIST IS AVAILABLE TO ALL STATE AGENCIES AND THOSE AUTHORIZED TO USE THIS CONTRACT:</u>			

Orograin Bakeries Sales Inc., Freihofer Price List. (See page 20)

Note: Pricing is list, no discount or upcharge to be applied.

(continued)

LOT III; ITEM 1 – BREAD & ROLLS ITEM INFORMATION: **FREIHOFFER PRODUCT LINE**

<u>Product</u>	<u>Brand/ Code Number</u>	<u>Loaf Weight (Ounces)</u>	<u>Slice Thickness</u>	<u>Usable Slices In Loaf</u>	<u>Loaves In Tray</u>	<u>Shelf Life After Delivery</u>
SLICED LOAF						
Wheat	6739	22 oz.	½”	26	10	10 days
White	6740	22 oz.	½”	26	10	10 days
Rye	6305	24 oz.	½”	24	10	10 days
100% Whole Wheat	149	24 oz.	½”	18	12	10 days
<u>ROLLS</u>	<u>Brand/ Code Number</u>	<u>Slice Weight (Ounces)</u>	<u>Slice Thickness</u>	<u>Slices In Box</u>	<u>Boxes In Tray</u>	<u>Shelf Life After Delivery</u>
Hamburger	6282	1.38 oz.	3 ½”	16	6	10 days
Frankfurter	280	1.38 oz.	6”	16	6	10 days
Dinner	225	1.17 oz.	2”	12	8	10 days
Hoagie/Sub	340	2 oz.	6”	6	9	10 days

LOT IV – WESTERN REGION: Refer to Group 02200 Award 21217 Contract PC63635

(continued)

FREIHOFFER SERVICED LOCATIONS

Freihofer Product Code	WT	PRODUCT DESCRIPTION	Price Effective 12/15/08	New Price Effective 11/1/11
27	22	FREIHOFFER FRENCH TOAST BREAD	\$1.63	\$1.71
103	20	FREIHOFFER SPLIT TOP WHITE BREAD	\$2.04	\$2.14
113	20	FREIHOFFER SOFT RYE SEEDED	\$2.28	\$2.39
115	20	FREIHOFFER SPLIT TOP WHEAT BREAD	\$2.04	\$2.14
123	16	FREIHOFFER RAISIN BREAD	\$2.28	\$2.39
135	20	FREIHOFFER ITALIANO PLAIN	\$1.95	\$2.05
6138	20	FREIHOFFER PREMIUM ITALIAN PLAIN	\$1.95	\$2.05
136	20	FREIHOFFER ITALIANO SEEDED	\$1.95	\$2.05
7203	20	FREIHOFFER PREMIUM ITALIAN SEEDED	\$1.95	\$2.05
6742	20	FREIHOFFER SOURDOUGH ITALIAN	\$1.95	\$2.05
170	24	FREIHOFFER 12 GRAIN BREAD	\$2.70	\$2.84
239	18	FREIHOFFER SPLIT TOP DINNER 16PK	\$1.80	\$1.89
512	16	ARNOLD BAKERY LT WHOLE WHEAT BREAD	\$2.56	\$2.69
619	19	SUPER SOFTIES DONUTS 12PK	\$3.10	\$3.26
968	33	PLAIN BAG LARGE SANDWICH ROLL PLAIN 12PK	\$2.73	\$2.87
1101	8	FREIHOFFER CORN TOASTIES	\$1.72	\$1.81
1508	18	PLAIN BAG HOAGIE UNSLICED 8" 6PK	\$2.00	\$2.10
1556	15	ANZIO CLUB ROLLS 8PK	\$2.28	\$2.39
3056	16	SUNMAID RAISIN 16Z	\$2.66	\$2.79
3990	68	BULK SEEDED STEAK ROLL 24PK	\$4.52	\$4.75
6053	20	FREIHOFFER FAMILY SIZE 100% WHOLE WHEAT	\$2.12	\$2.23
6058	24	FREIHOFFER DOUBLE FIBER 100% WWHEAT	\$2.70	discontinued
6153	24	FREIHOFFER COUNTRY WHITE BREAD	\$2.37	\$2.49
6306	20	FREIHOFFER LARGE WHITE BREAD	\$1.88	\$1.97
6322	24	ENGLISH MUFFIN SPLIT 12PK	\$2.42	\$2.54
6334	23	PLAIN BAG 4" MULTIGRAIN SANDWICH ROLL 12PK	\$2.02	\$2.12
6356	15	FREIHOFFER DELI STEAK ROLL 6PK	\$1.43	\$1.50
6473	20	FREIHOFFER SOFT RYE PLAIN	\$2.28	\$2.39
6596	16	ANZIO KAISER ROLL 8PK	\$2.28	\$2.39
6686	15	ANZIO 8" SUB ROLL 6PK 15Z	\$2.28	\$2.39
7034	12	SAHARA WHITE WRAP REG 6PK	\$1.72	\$1.81
7651	16	WEIGHT WATCHER 100% WWHEAT BREAD	\$2.48	\$2.60
8237	14	ENTENMANN RASPBERRY DANISH TWIST	\$3.80	\$3.99
8334	24	FREIHOFFER HEARTY 100% WHOLE WHEAT BREAD	\$2.70	\$2.84
9518	30	PLAIN BAG 12" SUB ROLL 6PK	\$2.36	\$2.48

(continued)

STROEHMANN SERVICED LOCATIONS

Stroehmann Product Code	WT	PRODUCT DESCRIPTION	Price Effective 12/15/08	New Price Effective 11/1/11
2170	20	STROEHMANN BUTTER TOP WHEAT	\$1.94	\$2.04
2215	20	D'ITALIANO PLAIN BREAD	\$1.87	\$1.96
2225	20	D'ITALIANO SEEDED BREAD	\$1.87	\$1.96
2550	16	BAKERS TOUCH RAISIN BREAD 16OZ	\$2.28	\$2.39
2580	16	PANTRY RAISIN BREAD	\$2.28	\$2.39
2750	22	D.C. 12 GRAIN BREAD	\$2.27	\$2.38
3770	16	BAKERS TOUCH KAISER ROLL 8PK	\$1.86	\$1.95
3956	23	BT MULTIGRAIN SANDWICH ROLL 12PK	\$2.40	\$2.52
3990	68	BULK SEEDED STEAK ROLL 24PK	\$4.52	\$4.75
5352	22	D.D. POTATO BREAD	\$2.27	\$2.38
5387	20	D.D. BUTTERTOP WHITE BREAD	\$1.94	\$2.04
5922	21	BT IND 4" PL SANDWICH ROLL 12PK	\$2.14	\$2.25
5931	18	D'ITALIANO KAISER ROLL 8PK	\$2.11	\$2.22
7465	22	D.C. HONEY CR WHEAT BREAD	\$2.27	\$2.38
9624	24	BT ENGLISH MUFFIN 12PK	\$2.78	\$2.92

(continued)

NOTE: ORDERING & DELIVERY SCHEDULE

<u>ORDER DAY</u>	<u>DELIVERY DAY</u>
MONDAY	FRIDAY
TUESDAY	SATURDAY
THURSDAY	MONDAY
FRIDAY	TUESDAY
SATURDAY	THURSDAY

To ensure an adequate supply of bread/rolls, agencies should follow the above ordering/delivery schedules.

Bread/rolls are coded for freshness (production day) as follows:

White	Friday
Blue	Saturday
Yellow	Monday
Green	Tuesday
Red	Thursday

PURCHASES FROM PRICE LIST:

General - Agencies are to make purchases from the Contractor’s PRICE LIST identified in “ADDITIONAL BREAD, ROLLS AND BAKERY ITEMS WHICH MAY BE PURCHASED FROM PRICE LIST” in subitem 1D for Lot I and subitem 1C for Lots II-IV.

Furnishing Price List - At no charge to contract participants, the Contractor will prepare, supply, and keep current for all Authorized Users the PRICE LIST accepted for award.

Addition of Products - Subsequent to award, consideration may be given to the addition of products to the contract as a part of the Price List, if such products are:

- Needed by a client agency;
- Similar to those already awarded, or are of the same product line, or are included in Contractor’s Product Catalog.
- Pricing is commensurate with other products already awarded.

If a proposed addition is a product not awarded previously because of pricing or other concerns, it must be clearly demonstrated pricing is reasonable and/or the reason for not awarding previously has been appropriately resolved. Contractor shall not refuse a request from the State to add a product to PRICE LIST if the product is readily available in accordance with the terms and conditions of this award.

DELIVERY:

SERVICE – Delivery shall be made in accordance with instructions on 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 shall be on weekdays except/excluding State holidays. Some locations (Psychiatric and Developmental Facilities) may accept Saturday delivery. Correctional Facilities will not accept Saturday delivery.

The agency and contractor shall 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 arise.

(continued)

DELIVERY: Cont'd

TIME & PURCHASE ORDER INSTRUCTIONS – TIME IS OF THE ESSENCE. The contractor must be prepared to make deliveries as required by instructions on purchase orders.

There shall 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 shall be considered “abandoned goods” and may be returned at the contractors expense or disposed off 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.]

SITE LOCATION – The site locations listed 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.

PICK-UP/EXCHANGE OF BREAD RACKS – Bread racks, product trays or other containers used by the Contractor for delivery of product to the agency shall 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 the number below to arrange for them to be picked up: 1-866-492-8729.**

CONTRACT PERIOD AND EXTENSIONS:

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

Price Adjustment - Prices shall not be increased through October 31, 2007. Thereafter price adjustment (up OR down) may be made in accordance with provisions in the "PRICE" clause. Price decreases are permitted at any time.

Unilateral Short Term Extension by the State - 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.

Cancellation After October 31, 2007 - Either the contractor or the State may unilaterally cancel the contract on a monthly basis any time after the anticipated initial one year period, November 1, 2006 thru October 31, 2007, by providing written notification at least 4 (four) months prior to the effective date of cancellation. (NOTE: The State reserves the right to award a contract to another vendor/bid to replace a contract that may be cancelled.)

Cancellation For Convenience By The State - The State of New York retains the right to cancel contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

Contract Cancellation - If a contract is cancelled, the State reserves the right to make award on another compliant bid for the original bid letting, but is not obligated to do so; the State is not obligated to hold another bid letting.

(continued)

CONTRACT PERIOD AND EXTENSIONS: (Cont'd)

Mutual Extension of Time Period - If mutually agreed between the Procurement Services Group and the contractor, the contract may be extended under the same terms and conditions for an additional period(s) of up to two years; extension may be exercised on a month to month basis such as an additional three month, six month, twelve month, or 24 month period.

RESERVATION:

EXIGENCY - The State reserves the right to negotiate, and/or have a solicitation to meet exigencies arising from unforeseen causes at no expense to the contractor where there is an unanticipated need for product or quantity that the contractor is unable to furnish more expeditiously than agreed to under the contract terms.

UNANTICIPATED PURCHASES - 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 \$30,000.00

CHANGES IN PROGRAM AND/OR FUNDING - In addition to, and in accordance with, Section 41 of the State Finance Law, the State shall have no liability or obligation to a contractor, supplier, firm or person, if there should be a change in an agency's or a facility's program, operations, responsibilities, funding, staffing, or appropriation, which results in a change in ordering, a change in requirements, a change in contract, a cancellation of contract, etc. The State's past history of ordering, as well as any "forecasts", may not be indicative of ordering in the future.

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.

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:

• **GROCERY AND HOUSEHOLD ITEMS FOR COMMUNITY RESIDENCES AND OTHERS**

Group	02400	AND	02450
Award	18030		02832
B/O	2/6/03		3/6/03
Contract	PC60164		PC60353
Expiration:	6/30/12		10/31/11
Minimum Order:	\$300.00		\$1500.00
Vendor:	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

(continued)

"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.

REPORTS:

Every six months the contractor shall provide reports for each separate LOT awarded 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.]

(continued)

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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