

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division

Contract Award Notification

Title: **Foods-Packaged Bread and Buns**

Contract Period: July 22, 2022 through July 21, 2023 with 4 one-year options

Original Date of Issue: May 18, 2022

Date of Revision: 03/22/23

BID No: **RFB-RC-F2022-900**

Catalog: **FOOD AND WATER**

Authorized Users: County Agencies, All Political Subdivisions

Address Inquiries To:

Name: Raheela Akhter
Title: Assistant Buyer
Phone: 845-364-3813
Fax: 845-364-3809
E-mail: akhterr@co.rockland.ny.us

Description

This contract is for packaged bread and buns for the jail.

Contract #	Vendor Number	Contractor & Address	Telephone No.
BID F22-900	0000010421	Bimbo Bakeries USA, Inc. 1 Petra Lane Albany, NY 12304 Contact: Yatin Shastri yatin.shastri@grupobimbo.com Edward Pinkerton edward.pinkerton@grupobimbo.com	973-445-9988/ 518-389-8409 FAX: 518-452-1563

COUNTY OF ROCKLAND
DGS – PURCHASING DEPARTMENT
BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD
POMONA, NY 10970
TELEPHONE NO.: 845-364-3820
FAX NO.: 845-364-3809

VENDOR: Bimbo Bakeries USA, Inc

LINE NO.	DESCRIPTION	ITEM NUMBER	EST. WEEKLY QTY.	UNIT OF MEASURE	UNIT PRICE	BRAND NAME	PRODUCT CODE	PACKAGING INFO
1	Bread - White Loaves, Sliced 7/16" thick 26 useable slices, 24 oz, Bimbo Bakeries USA, Inc. # 6740, #12459 or approved equal	37515000004	150	Loaf	\$ 1.20	Bimbo Plain Bag R&I	#12459	26 reusable 24oz
2	Bread - Whole Wheat Loaves, Sliced 7/16" thick 26 useable slices, 24 oz, Bimbo Bakeries USA, Inc. #6739, #6195 or approved equal	37515000005	20	Loaf	\$ 1.41	Bimbo Plain Bag R&I	#6195	26 reusable 24oz
3	Buns - Frankfurter 16 Buns/Pack Package Weight: 24 oz, Bimbo Bakeries USA, Inc. #280, Freihofer or approved equal	37515000006	15	PKG.	\$ 2.08	Bimbo Plain Bag R&I	#1322	16ct 24oz
4	Buns - Hamburger 16 Buns/Pack Package Weight: 24 oz, Bimbo Bakeries USA Inc. #6282, Freihofer or approved equal	37515000007	18	PKG.	\$ 2.08	Bimbo Plain Bag R&I	#1323	16ct 24oz

Upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the bid of: (i) a Letter of Acceptance; or (ii) a fully executed contract; or (iii) a Purchase Order authorized by the Commissioner

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6th FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Foods- Packaged Bread and Buns

BID NUMBER: RFB-RC-F2022-900

PLEASE OBSERVE THE FOLLOWING:

THE NEW YORK STATE SANITATION CODE AND
 JCAHO GUIDELINES DIRECTLY STATE THAT:

TRAFFIC OF UNAUTHORIZED INDIVIDUALS
 THROUGH FOOD PREPARATION AND SERVICE
 AREAS IS CONTROLLED IN ORDER TO
 DECREASE CONTAMINATION POTENTIAL.

ON ARRIVAL, PLEASE USE OUTSIDE PHONE TO CALL FOR A STOCKROOM CLERK:

ROCKLAND COUNTY CORRECTIONAL CENTER. Ext. 5605

DO NOT WALK THROUGH THE KITCHEN AT ANY TIME.

ACCESS TO ALL STORAGE AREAS IS THROUGH THE BACK SERVICE AREA CORRIDOR.

THANK YOU.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6th FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Foods- Packaged Bread and Buns**BID NUMBER: RFB-RC-F2022-900****INFORMATION AND REQUIREMENTS FOR FOOD PRODUCTS**

1. All products shall conform to the provisions of Federal and State regulator laws, including the U.S. Pure Food, Drug and Cosmetic Act, and subsequent decisions of the U.S. Dept. of Agriculture. All grading will conform to the standards of the U.S.D.A.
2. Deliveries shall be made in closed trucks, maintained in a sanitary manner. All products that require refrigeration or freezing shall be delivered in trucks with freezer and/or refrigeration equipment, otherwise delivery will be rejected.
3. The successful bidder guarantees that all items shall be the same as specified on bid. Package, size and weight as shown on specifications may be changed to meet industry standards, any changes must be noted on bid.
4. Containers shall be sanitary and packed according to good commercial practice. Shipping containers shall be plainly printed or stenciled showing name of commodity, brand and/or net weight or numerical count. Items requested by weight shall be on a basis of net weight.
5. Deliveries, unless otherwise stated, will be made as follows:
 Anthony Massi or Angelo Rubino Correctional Center, 53 New Hempstead Road, New City, NY 10956
6. Unloading and placing of the products in the designated areas is the responsibility of the successful bidder, the County accepts no responsibility of the successful bidder nor does the County accept responsibility for the unloading and placing of products.
7. Designated personnel in each location have the right and the authority to ascertain if the flavor and appearance of the delivered products are acceptable to the County, and to reject a part, or all of any shipments with the approval of the Food Service Director and the knowledge of the Purchaser. The bidder shall promptly remove all rejected products at his own expense and replace the rejected products with acceptable products within 48 hours of communication to him or his agent from the County by telephone or otherwise that replacement is demanded. If this is not done to the satisfaction of the County, the County reserves the right to purchase the balance of the entire bid from other sources at the successful bidder's expense. If the bidder should deliver more than one shipment, all of which or part of which consists of unacceptable products, the County reserves the right to immediately, upon ascertainment of unacceptability and with the approval of the Purchasing Department, cancel the entire balance of the bid, and to purchase the balance of the bid from the other sources at the successful bidder's expense. The County also reserves the right to retain a small representative sample of unacceptable products for analysis purposes and should the bidder replace the unacceptable products with acceptable products, he shall not have the right to bill or make an additional charge for the retained representative sample.
8. Should it be necessary for any reason and at any time for the County to process, cook, or otherwise consume delivered unacceptable products, the bidder shall still be required to replace all the unacceptable products within the specified 48 hour time period and as liquidated damages for the bidder's breach of bid specification, the bidder shall forego his right to make an additional charge for that portion of the processed, cooked or otherwise consumed unacceptable products.
9. The County reserves the right to deduct and offset against any bill or invoice submitted by the bidder an amount which would correspond to the bid price for all delivered unacceptable products which the bidder did not replace with acceptable products.
10. Orders may be written or telephoned.
11. The County reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specifications, the County may reject the bid; or, if an award has been made, cancel the contract at the expense of the successful bidder.
12. Where a brand name or particular pack is specified, substituted products must be of equal pack. If such a substitution is offered in this bid, it must be indicated as a substitution for the required brand and samples must be submitted upon demand.
13. All samples submitted must be clearly labeled with the following information: Name of Product, Weight, Date, and Name of Vendor.
14. Samples of items may be taken from the delivered items and submitted to the Department of Agriculture or Health Department for inspection.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6th FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Foods- Packaged Bread and Buns

BID NUMBER: RFB-RC-F2022-900

SPECIFICATIONS

1. SCOPE

- 1.1. The scope of this bid is to supply packaged bread and buns for the Rockland County Correctional Center **for a one-year term beginning July 22, 2022.**
- 1.2. Current expenditures are approximately \$10,000 to \$12,000 annually. Annual expenditures may increase or decrease depending on the inmate population.
- 1.3. The County of Rockland has removed the Piggyback Clause for purchases by other local governments, school districts and non-profit agencies from this bid.

2. PRICING

- 2.1. Pricing must be submitted as per the unit of measure noted on the proposal pages.
- 2.2. All prices must be FOB destination, 53 New Hempstead Road, New City, NY 10956.

3. REQUIREMENTS

- 3.1. All items must have brand name. **"Packers"** label not acceptable.
- 3.2. Brand names, product code numbers must be entered in Brand column on the Cost Proposal Pages. Packaging must be entered under the packaging column.
- 3.3. The County of Rockland reserves the right to cancel this bid with thirty days' notice for any reason. The County of Rockland also reserves the right to rescind any award for poor service, quality, or any other valid reasons.

4. BREAD SPECIFICATIONS

- 4.1. Breads received shall be fresh and have a minimum expiration date of 10 days.
- 4.2. Packages of White and Whole Wheat shall have a minimum of 26 Slices unless another amount is acceptable to the County.

5. QUANTITIES/SIZES

- 5.1. All quantities shown are estimates based on current inmate population at the Correctional Center. The successful bidder will be required to furnish quantities even if different than those used whether it be more or less during the term of the contract.
- 5.2. Quantities ordered may be greater or less than the estimated quantities listed in the bid depending on the inmate population.
- 5.3. **We do not accept any conditional bids (i.e.: minimum quantities, minimum dollar amount orders).**
- 5.4. Bid the weight that is requested. If bidding another size package, you must note the weight of the package you are bidding. If you do not change package size, you will be expected to deliver size requested.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6th FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Foods- Packaged Bread and Buns**BID NUMBER: RFB-RC-F2022-900****6. SAMPLES**

- 6.1. All samples must be marked with bidder's name, bid item number, brand name and product code number.

7. DELIVERIES

- 7.1. Rockland County's purchase order number must be referenced on all packing slips and invoices.
- 7.2. Deliveries to be made to the Correctional Center loading dock on Tuesdays. Delivery dates must be adhered to. Vendors must deliver correctly and on time. No split shipments. Failure to deliver on time may result in default of bid.
- 7.3. All orders must be filled in their entirety. If the successful bidder cannot do this, it is their responsibility to notify the Correctional Center. If the successful bidder fails to do this, the County of Rockland may purchase from other sources to take the place of the items not delivered. The County of Rockland will then purchase products on the open market and charge back the difference to the vendor.
- 7.4. If deliveries are short shipped, supplier must make delivery of such items during the same delivery week. Failure to do so may disqualify the vendor from the item or the entire bid.
- 7.5. The effective dates of award are based on purchase order dates and are not based on delivery dates. All orders placed during the effective dates of award will be invoiced at bid prices regardless of delivery date.
- 7.6. All items awarded must be delivered as specified. Brands and product numbers must be as noted on bid award.
- 7.7. **For delivery at the Rockland County Correctional Center, Vendor must provide a listing of drivers (name, and driver's license number) that will deliver to the Correctional Center. This information is used for the purpose of background checks.**
- 7.8. Vendor agrees to pick-up any damaged goods or incorrect shipments prior to, or during, next delivery. The Correctional Center shall advise vendor in writing of goods to be picked up and returned. Receiving Department may refuse delivery if pick-up is not made.

8. QUALITY ASSURANCE PROGRAM

- 8.1. Vendor agrees to participate in the County of Rockland's quality assurance program. Vendor agrees to meet with the Director of Purchasing within 72 hours of notification, to address problems related to product and/or service. Failure to meet with the Director, and outline corrective actions, will result in repeal of award.

9. TERM OF CONTRACT

- 9.1. The term of the contract specified herein will be for one year beginning July 22, 2022. The contract may be extended, with the mutual consent of the Owner, and the successful Supplier in one-year periods, up to a total of four (4) additional years.

COUNTY OF ROCKLAND - DGS-PURCHASING
BLDG. A., 6th FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Foods- Packaged Bread and Buns**BID NUMBER: RFB-RC-F2022-900**

10. CONTRACT PRICE ADJUSTMENTS UPON RENEWAL

The County recognizes this product or service has a price component that may have a commodity with changing costs. The Contractor/Supplier may request a Price Adjustment no more frequently than once every six (6) months.

A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases), the current pricing, and the requested revised pricing.

The County will review the Price Adjustment request. If the Price Adjustment is deemed reasonable the Price Adjustment request will be accepted by written acknowledgement. If the request is not accepted the County may entirely reject the request or may counter with revised pricing. In either case the County will provide a written explanation in support of the decision.

The Director of Purchasing may use available indexes (e.g. CPI or PPI) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.

In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The County will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.

11. AWARD

- 11.1. Award will be made in its entirety to the lowest responsive responsible bidder meeting the stated requirements.
- 11.2. Awards may be cancelled with thirty days written notice for any reason.