

CONTRACT RENEWAL

RENEWAL - E194 - 92 - 10

Previous Contract No. E194-92-09

Document Id: 92

Document Name: 728:5-10000EMP

Print Date: 10/05/2009

Created On: 10/12/2004

Procurement Folder: 157

Procurement Type: IFB

Effective Begin Date: 11/1/2009

Expiration Date: 10/31/2010

Document Description: Term Contract for Bread, Rolls and Related Products

Contact Information

Edwin M. Patterson

Phone: (804) 786-3897

Email: Edwin.Patterson@dgs.virginia.gov

Authorized Departments

Departments: Northern VA Mental Health & Northern VA Training Center

Vendor

Legal Name: Butter Krust Baking Co., Inc.

Vendor Contact Name: Tom Gresh

Location Legal Name: BKB

General Sales Manager (1-800-332-8521)

Vendor Contact Phone: (570) 286-5845 x221

249 N. 11th Street

MA Number: E194 - 92

Sunbury, PA 17801

FIN: 240779698

Vendor Contact Email: tom.gresh@saralee.com

Duns Number: 003045291

Vendor Type: Primary

Terms and Conditions

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected. a.) eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding. b.) eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in numerous purchase order(s) with the eVA transaction fee specified below assessed for each order. a. For orders issued prior to July 1, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. b. For orders issued July 1, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Woman-owned Businesses: 1%, Capped at \$500 per order. (ii) DMBE-certified Minority-owned Businesses: 1%, Capped at \$500 per order. (iii) Other Businesses not specified in (i) or (ii) above: 1%, Capped at \$1,500 per order. The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders. Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. Delivered To: Northern Virginia Mental Health Institute, Falls Church, Virginia Virginia as directed by ordering department, institution or agency of the Commonwealth defined in Section 11-37 of the Virginia Public Procurement Act.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for one (1) successive one year period under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the PRODUCERS PRICE INDEX: WPU02110501, WPU0211, WPU02110404 category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

MINIMUM ORDERS: The minimum order limit will be \$75.00 for F.O.B. Delivered to ordering agency within the Commonwealth of Virginia. For orders of less than \$75.00, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Delivered with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.

PRICE ESCALATION/DEESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Indexes WPU02110501, WPU0211, WPU02110404, and WPU02110106. No price increases will be authorized for 180 calendar days after the effective date of the Contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

DELIVERY HOURS: MONDAY AND THURSDAY 5:30 AM- 6:30 AM Bread shall be delivered within 48 hours after baking. English Muffins and Rolls shall be delivered within 72 hours after baking.

PURCHASE VOLUME REPORT: The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases made under this contract and the total number of each contract item ordered under this contract in accordance with the following schedule: 1. For contracts of one year, the Contractor shall furnish report listing the purchases made in the first nine months of the contract. In addition, for contracts exceeding one year, the Contractor shall furnish reports at the end of each consecutive twelve month period and 90 calendar days prior to the expiration date of the contract. All reports shall be delivered to the Division of Purchases and Supply no later than 14 calendar days after the request has been made by the Division. Reports shall be sent to the attention of the appropriate contract officer. Failure to submit this information in the required time may result in disqualification from bidding on the next solicitation for this contract. Bidders Shall Identify below the name of the individual responsible for the preparation of these reports: NAME: Mailing Address / Telephone Number.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

SPECIAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

Mandatory Acceptance of Small Purchase Charge Card: Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the GE MasterCard is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

INSTRUCTIONS

1. **ORDERS:**

- A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA.
 - B. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible.
2. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
 3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
 4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-8873).

Commodity Information

Line: 1

Line Type: Item

Commodity: 37515

Description: Bread, Rolls, Etc. (Including Brown And Serve Items) Extended Description: Bread, White Enriched Regular Sliced, 24 oz, 24 slices.
HOLSUM - Product #100

Unit: each
Unit Price: \$1.06

Free On Board Name: FOB Destination-Freight Prepaid

Line: 2

Line Type: Item

Commodity: 37515

Description: Bread, Rolls, Etc. (Including Brown And Serve Items) Extended Description: Bread, White Enriched Sandwich Sliced, 24 oz, 24 slices.
HOLSUM - Product #106

Unit: each
Unit Price: \$1.06

Free On Board Name: FOB Destination-Freight Prepaid

Line: 3

Line Type: Item

Commodity: 37515

Description: Bread, Rolls, Etc. (Including Brown And Serve Items) Extended Description: Bread, Wheat Enriched, Sandwich Sliced, 24 oz.
HOLSUM - Product #319

Unit: each
Unit Price: \$1.18

Free On Board Name: FOB Destination-Freight Prepaid

Line: 4

Line Type: Item

Commodity: 37515

Description: Bread, Rolls, Etc. (Including Brown And Serve Items) Extended Description: Bread, Raisin Enriched, Regular Sliced, 16 oz.
HOLSUM - Product #3310

Unit: each
Unit Price: \$1.59

Free On Board Name: FOB Destination-Freight Prepaid

Line: 5

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown And Serve Items)** Extended Description: **Rolls, Hamburger 3-1/2", 21 oz., 12 Per Package. HOLSUM - Product #608**

Unit: **each**
Unit Price: **\$1.12**

Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 6

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown And Serve Items)** Extended Description: **Rolls, Hot Dog, Regular 5-1/2", 18 oz., 12 Per Package. HOLSUM - Product #528**

Unit: **each**
Unit Price: **\$1.12**

Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 7

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown And Serve Items)** Extended Description: **Rolls Dinner 3 OZ, Split Top, 18 oz., 16 Per Package. HOLSUM - Product #2702**

Unit: **each**
Unit Price: **\$1.35**

Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 8

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown And Serve Items)** Extended Description: **Rolls, Steak, Seeded, 6", Sliced, 15 oz., 6 Per Package. HOLSUM - Product #728**

Unit: **each**
Unit Price: **\$2.65**

Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 9

Line Type: **Item**

Commodity: **37545**

Description: **Doughnuts, Fried Pies, Bagels, Etc.** Extended Description: **Bagels, Assorted, 4 oz. each, 21 oz. Package, 6 Per Package. Northeast Foods - Product #1080, #1081 & #1082**

Unit: each
Unit Price: **\$2.00**

Free On Board Name: **FOB Destination-Freight
Prepaid**

Line: 10

Line Type: **Item**

Commodity: **37545**

Description: **Doughnuts, Fried Pies, Bagels,
Etc.**

Extended Description: **Donuts, Assorted 36 oz.,
12 Per Package.**

HOLSUM - Product #961, #962 & #963

Unit: each
Unit Price: **\$1.84**

Free On Board Name: **FOB Destination-Freight
Prepaid**

Line: 11

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown
And Serve Items)**

Extended Description: **English Muffins Plain,
Fork Split, 3-1/2", 24 oz., 12 Per Package.
Northeast Foods - Product #918**

Unit: each
Unit Price: **\$2.34**

Free On Board Name: **FOB Destination-Freight
Prepaid**

Line: 12

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown
And Serve Items)**

Extended Description: **English Muffins,
Cinnamon Raisin, 3-1/2", Fork Split, 12 oz, 6
Per Package.
Northeast Foods – Product #919**

Unit: each
Unit Price: **\$1.54**

Free On Board Name: **FOB Destination-Freight
Prepaid**

Line: 13

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown
And Serve Items)**

Extended Description: **Rolls, Kaiser, Sliced, 24
oz., 12 Per Package.
TUZZI – Product #742**

Unit: each
Unit Price: **\$2.02**

Free On Board Name: **FOB Destination-Freight
Prepaid**

Line: 14

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown And Serve Items)** Extended Description: **White Pullman Product #218**

Unit: **each**
Unit Price: **\$1.24**

Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 15

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown And Serve Items)** Extended Description: **Wheat Pullman Product #318**

Unit: **each**
Unit Price: **\$1.34**

Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 16

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown And Serve Items)** Extended Description: **SL. French Bread Product #274**

Unit: **each**
Unit Price: **\$1.35**

Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 17

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown And Serve Items)** Extended Description: **100% Whole Wheat Product #778**

Unit: **each**
Unit Price: **\$5.29**

Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 18

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown And Serve Items)** Extended Description: **100% Whole Wheat Hamburger Rolls Product #639**

Unit: **each**
Unit Price: **\$4.53**

Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 19

Line Type: **Item**

Commodity: **37515**

Description: **Bread, Rolls, Etc. (Including Brown And Serve Items)** Extended Description: **100% Whole Wheat Hot Dog Rolls Product #560**

Unit: **each**

Unit Price: **\$1.77**

Free On Board Name: **FOB Destination-Freight Prepaid**
