

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 08/01/13**Expiration Date:** 09/30/19**Master Agreement Description:** PRIME FOOD VENDOR SERVICE - STATEWIDE**Buyer Information**

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

**Issuer Information**

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

**Requestor Information**

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

**Authorized Departments**

03A CORRECTIONS  
 03B ME STATE PRISON  
 03C ME CORRECTIONAL CTR  
 03D DOWNEAST CORRECTIONAL FACILITY  
 03E CHARLESTON CORRECTIONAL FAC  
 14B RIVERVIEW PSYCHIATRIC CENTER  
 14C DOROTHEA DIX PSYCHIATRIC CTR  
 ALL  
 03F LONG CREEK YOUTH DEVLPMNT CNTR

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

VC1000088492

**Vendor Name**

SYSCO FOOD SERV OF NORTHERN NEW ENGLAND

**Alias/DBA****Vendor Address Information**

55 THOMAS DRIVE

PORTLAND, ME 04112

US

**Vendor Contact Information**

SHELLY JACQUES

800-632-4446 ext. 7058

jacques.shelly@nne.sysco.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** SYSCO FOOD SERV OF NORTHERN NEW ENGLAND

**Commodity Line #:** 1

**Commodity Code:** 39300

**Commodity Description:** PRIME FOOD VENDOR SERVICE - STATEWIDE

**Commodity Specifications:**

**Commodity Extended Description:** PRIME FOOD VENDOR SERVICE - STATEWIDE MA Extended to 9/30/19

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

08/01/13

**Service End Date**

09/30/19

**Catalog Name**

**Discount**

0.0000 %

**Discount Start Date**

**Discount End Date**



**AMENDMENT**

**DATE:** 5/2/2019

**ADVANTAGE CONTRACT #:** MA 18P 1307230000000000015

**DEPARTMENT AGREEMENT #:** N/A

**AMENDMENT AMOUNT:** \$ 0.00

**This Amendment, is between the following Department of the State of Maine and Provider:**

**State of Maine DEPARTMENT**

**DEPARTMENT:** Administrative and Financial Services

**Address:** 9 State House Station

**City:** Augusta

**State:** ME

**Zip Code:** 04333

**PROVIDER**

**PROVIDER:** Sysco Food Service of Northern New England

**Address:** 55 Thomas Drive

**City:** Portland

**State:** ME

**Zip Code:** 04112

**Provider's Vendor Customer #:** VC1000088492

Each signatory below represents that the person has the requisite authority to enter into this Contract Amendment. The parties sign and cause this Contract Amendment to be executed.

Administrative and Financial Services  
State of Maine Department

*[Signature]*  
Signature of Authorized Representative  
5-6-19  
Date  
Jaime Schorr, Chief Procurement Officer

Sysco Food Service of NNE  
Provider

*[Signature]*  
Signature of Authorized Representative  
5-3-19  
Date  
William Terry, Vice President of Sales

Amendment rev. April 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

**AMENDMENT**

The contract is hereby amended as follows: (Check and complete all that apply)

<input checked="" type="checkbox"/>	<b>Amended Period:</b>	Original Start Date: 8/1/2013      Current End Date: 5/31/2019 Amendment Start Date:              New End Date (if applicable): 9/30/2019  Reason: To allow additional time for the completion of the RFP
<input type="checkbox"/>	<b>Amended Contract Amount:</b>	Amount of Adjustment: \$                      New Contract Amount: \$  Reason:
<input type="checkbox"/>	<b>Amended Scope of Work:</b>	The Scope of work in Rider A is amended as follows:
<input type="checkbox"/>	<b>Other:</b>	Reason:

All other terms and conditions of the original contract and subsequent contract amounts remain in full force and effect.

**CODING**

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

(Departments - Attach separate sheet as needed for additional coding.)

STATE OF MAINE  
Department of Administrative and Financial Services  
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 20th day of, November 2018, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services hereinafter called "Department," and Sysco Food Service of Northern New England hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from December 31, 2018 to May 31, 2019  
(old service to date) (new service to date)

**Reason:** Additional time required to create a Request for Proposal

2. The dollar amount of the contract is adjusted from \$ 0.00 to \$ 0.00

**Reason:** This is a Master Agreement, no funds are encumbered

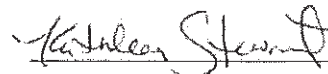
3. The Scope of Services in Rider A is amended as follows: No Amendment to Rider A

All other terms and conditions of the original contract dated July 24, 2013 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: Sysco Food Service of NNE

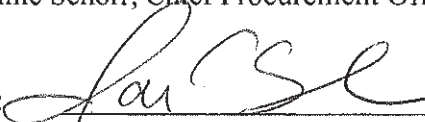
By: Kathleen Stewart, V.P. of Finance & CFO  
(Name & Title, Provider Representative)

Signature:  Date: 11-20-18

and

Department of: Administrative and Financial Services

By: Jaime Schorr, Chief Procurement Officer

Signature:  Date: 11-29-18

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

*(note: this section must be completed by using agency)*

Department number and Contract number (CT #): MA 18P 130723-0015  
Vendor Code: VC1000088492 New Service Date: May 31, 2019  
Old Contract Amount: \$ N/A Account Codes: Unencumbered  
Amount of Adjustment \$ N/A  
New Contract Amount \$ N/A

STATE OF MAINE  
Department of Administrative and Financial Services  
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 23<sup>rd</sup> day of, March 2018, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services hereinafter called "Department," and Sysco Food Service of Northern New England hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from June 30, 2018 to December 31, 2018  
(old service to date) (new service to date)

**Reason:** Need time to research and create a Request for Proposal

2. The dollar amount of the contract is adjusted from \$0.00 to \$ 0.00

**Reason:** This is a Master Agreement, no funds are encumbered.

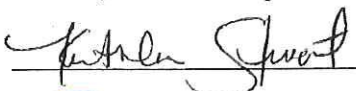
3. The Scope of Services in Rider A is amended as follows: None

All other terms and conditions of the original contract dated July 24, 2013 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: Sysco Food Service of NNE

By: Kathleen Stewart, CFO  
(Name & Title, Provider Representative)

Signature:  Date: 3-26-18

and

Department of: Administrative and Financial Services

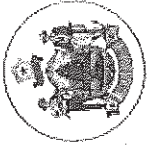
By:   
Jaime Schorr, Chief Procurement Officer

Signature: Jaime C. Schorr Date: 3-27-18

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

*(note: this section must be completed by using agency)*

Department number and Contract number (CT #): MA 18P 130723-0015  
Vendor Code: VC1000088492 New Service Date: December 31, 2018  
Old Contract Amount: \$ N/A Account Codes: Unencumbered  
Amount of Adjustment \$ N/A  
New Contract Amount \$ N/A



# State of Maine Department of Administrative and Financial Services

Document Type	Contract Amendment	Contractor Name	Sysco Food Service of Northern New England	Advantage CT or RQS Number	13072300000000000015
Department	18P-DAFS - Division of Purchases	Contract Start Date	7/24/13	Internal Department Contract Number	MA 18P 130723-0015
Short Description of Goods or Services	Prime Food Vendor Service - Corrections, Mental Health Inst etc.	Contract End Date	7/31/2018	Contract Amount	\$0.00
				Approval Date Time	3/29/18 2:39 PM

**This contract has been approved by the Division of Purchases, Chair of the State Procurement Review Committee and encumbered by the Office of the State Controller.**

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
Master Agreement to Purchase Services

THIS AGREEMENT, made this 24<sup>TH</sup> day of July, 2013, is by and between the State of Maine, Department of Administrative and Financial Services, Division of Purchases, hereinafter called "Department," and Sysco of Northern New England, located at P.O. Box 4657, 55 Thomas Drive, Portland, ME 04112, telephone number 800-632-4446, hereinafter called "Provider", "Vendor", or "Contractor", for the period of August 1, 2013 to June 30, 2016.

The AdvantageME Vendor/Customer number of the Provider is VC1000088492

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D - Participating Entities
- Rider E and F - (N/A)
- Rider G - Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 4 original copies.

DEPARTMENT OF ADMIN. & FINANCIAL SERVICES  
Division of Purchases

By:

  
Michael Wenzel, Director

and

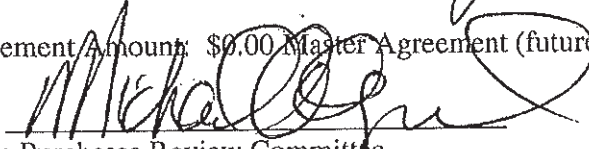
SYSCO OF NORTHERN NEW ENGLAND

By:

  
John Rodrigue, VP of Finance & CFO

UNENCUMBERED  
AUG 06 2013  
NO FUNDS RESERVED  
FOR THIS CONTRACT

Total Agreement Amount: \$0.00 Master Agreement (future value depends on usage)

Approved:   
Chair, State Purchases Review Committee



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AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
VC1000088492											

(This is a zero-dollar Master Agreement.)

RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

Overview:

Contractor will provide Prime Food Vendor Service to State of Maine Psychiatric Centers, Maine Veterans Homes, State Correctional Facilities, and County Correctional Facilities, as well as other possible participants within the State of Maine as identified by the Department.

Period of Performance:

Initial Period of Performance – 7/1/2013 through 6/30/2016

First Renewal Option – 7/1/2016 through 6/30/2017

Second Renewal Option – 7/1/2017 through 6/30/2018

Note: Renewal Options shall be exercised at the discretion of the Department, and with the consent of the Contractor.

Incorporation by Reference and Orders of Precedence:

- State of Maine RFP #201210416 for Prime Food Vendor Services is hereby incorporated by reference.
- The proposal submitted by the Provider in response to State of Maine RFP #201210416 is hereby incorporated by reference.
- Rider B, Section 24, Integration, establishes this Master Agreement’s order of precedence in documentation. In addition to Rider B, Section 24, the order of precedence shall be supplemented to be understood that Rider A includes the documents incorporated by reference above. State of Maine RFP #201210416 shall take precedence over the proposal submitted by the Provider in response to State of Maine RFP #201210416.

Contractor’s Mark-up for Orders:

(“Contractor’s Mark-up” means a percentage increase that a Contractor charges in addition to the cost of the goods.)

Size of Order	Contractor Mark-up %
\$0 - \$999	9.19
\$1,000 - \$1,999	8.43
\$2,000 - \$2,999	7.69
\$3,000 - Over	6.99

Discount for Prompt Payment:

(“Discount for Prompt Payment” means an invoice payment reduction offered to the State by the Contractor for invoice payment prior to the State’s standard 30 day due date for payments.)

Payment Time	Discount %
30 Days	[no discount, standard terms]
Within 20 Days	N/A
Within 10 Days	0.25

Local Products:

The Provider, whenever possible and within agreed upon costs, shall purchase locally grown, caught, or raised products from Maine food producers.

Contract Usage:

This Master Agreement establishes the terms and conditions under which the services are rendered by the Contractor for the State of Maine. As State Departments place specific food orders under this Master Agreement, the State intends to transmit those orders to the Contractor via “Delivery Order” documents.

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State Department facilities participating under this program are anticipated to purchase approximately 80% of their total food budget through this Master Agreement. Approximately 20% of their total food budget is anticipated to be used for one-time "opportunity purchases" made outside of this contract.

Additionally, State Department facilities reserve the right to use farming programs for food provision, such as internal crop, livestock, or poultry programs.

Training:

Contractor will provide training twice per year with minimum of eight hours of food service and sanitation, Serve Safe Certified, Hazard Analysis and Critical Points (HACCP). This will be accomplished through Sysco of NNE's Lending Library which includes information and training for HACCP. In addition, Sysco offers Serve Safe Certified Food Protection Manager Certification courses throughout the year. In addition Sysco of NNE will continue to host the State of Maine Groups meetings, and provide valuable industry updates, trainings, as well as appropriate vendor product showings and information.

RIDER B

METHOD OF PAYMENT AND OTHER PROVISIONS

1. AGREEMENT AMOUNT \$0.00 (zero-dollar Master Agreement); the value of this Master Agreement depends upon usage

2. INVOICES AND PAYMENTS Payment will be made by each participating facility (i.e. State Psychiatric Centers, Maine Veterans Homes, State Correctional Facilities, County Correctional Facilities, as well as other possible participants within the State of Maine) after receipt and approval of a proper invoice on the Provider's regular billing forms.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. BENEFITS AND DEDUCTIONS If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. INDEPENDENT CAPACITY In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. DEPARTMENT'S REPRESENTATIVE The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. AGREEMENT ADMINISTRATOR All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Suzanne Garcia  
Title: Buyer II  
Address: Division of Purchases  
#9 SHS, Burton Cross Bldg., 4<sup>th</sup> Floor  
111 Sewall Street  
Augusta, ME 04333-0009  
Telephone #: 207-624-7338

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. CHANGES IN THE WORK The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.



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e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the

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personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.



21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.



RIDER C  
EXCEPTIONS TO RIDER B

There are no exceptions to Rider B.

List of Participating Entities

Below is a list of the entities that are currently participating or likely to participate under this contract, although this list should not be considered binding upon any of the listed entities.

**Entities in bold font are currently using the State of Maine's Prime Food Vendor Contract**

**Riverview Psychiatric Center, 250 Arsenal St., Augusta, ME 04332**  
**Dorothea Dix Psychiatric Center, P.O. Box 926, 656 State St., Bangor, ME 04401-0926**  
**Elizabeth Levinson Center, 159 Hogan Road, Bangor, ME 04401-5697**  
**Baxter School for the Deaf, P.O. Box 799, Portland, ME 04104-0799**  
**Central Maine Pre-Release Program, 87 Winthrop St., Hallowell, ME 04347**  
**Mountain View Youth Dev. Center, RR #1, box 1400, 1202 Dover Rd., Charleston, ME 04422**  
**Downeast Correctional Facility, HCR 70 Box 428, Bucks Harbor, ME 04618**  
**Maine Correctional Facility, P.O. Box 260, 17 Mallison Falls Rd., Windham, ME 04062**  
**Maine State Prison, 807 Cushing Road, Warren, ME 04864-4600**  
**Long Creek Youth Dev. Center, 675 Westbrook St., So. Portland, ME 04106**

Central Maine Tech. College, 1250 Turner St., Auburn, ME 04210  
Eastern Maine Tech. College, 354 Hogan Rd., Bangor, ME 04401  
Kennebec Valley Tech. College, 92 Western Ave., Fairfield, ME 04937  
Northern Maine Tech. College, 33 Edgemont Drive, Presque Isle, ME 04769  
**Southern Maine Tech. College, Fort Rd., So. Portland, ME 04106**  
York County Tech. College, 112 College Drive, Wells, ME 04619  
Washington County Tech. College, RR 1, box 22C, Callis, ME 04619

**Maine Veterans Home, RR7, Box 901, Cony Road, Augusta, ME 04330**  
**Maine Veterans Home, 44 Hogan Rd. Bangor, ME 04401**  
**Maine Veterans Home, 290 Route 1, Scarborough, ME 04074**  
**Maine Veterans Home, 477 High St., So. Paris, ME 04281**

**Androscoggin County Jail, 2 Turner St., Auburn, ME 04210**  
**Aroostook County Jail, 15 Broadway St., Houlton, ME 04730**  
**Cumberland County Jail, 50 County Way, Portland, ME 04101**  
**Franklin County Jail, RFD #3, Box 3160, Farmington, ME 04938**  
**Hancock County Jail, 50 State St., Ellsworth, ME 04605**  
**Kennebec County Correctional Facility, 115 State St., Augusta, ME 04330**  
**Knox County Jail, 327 Park St., Rockland, ME 04841**  
**Oxford County Jail, P.O. Box 179, So. Paris, ME 04281**  
**Penobscot County Jail, 85 Hammond St., Bangor, ME 04401**  
**Piscataquis County Jail, 17 Court St., Dover-Foxcroft, ME 04426**  
**Sagadahoc County Jail, 752 High St., Bath, ME 04530**  
**Somerset County Jail, 11 High St., Skowhegan, ME 04976**  
**Waldo County Jail, 19 Congress St., Belfast, ME 04915**  
**Washington County Jail, P.O. Box 312, Machias, ME 04654**  
**York County Jail, Route 4, Alfred, ME 04002**

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER E

Not Required: For use at Department's Discretion

N/A

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER F

Not Required: For use at Department's Discretion

N/A

RIDER G  
IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:



United States. Please identify state: Maine



Other. Please identify country: \_\_\_\_\_

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.