

MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 02/01/17

**Expiration Date:** 01/31/20

**Master Agreement Description:** Dairy Products - Master Agreement

**Buyer Information**

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

**Issuer Information**

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

**Requestor Information**

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

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000088491

**Vendor Name**

SYSCO FOOD SERV OF NORTHERN NEW ENGLAND

**Alias/DBA**

**Vendor Address Information**

PO BOX 414535

BOSTON, MA 02241-4535

US

**Vendor Contact Information**

Shelly St. Pierre

800-632-4446 ext. 7058

st.pierre.shelly@nne.sysco.com

## Commodity Information

**Vendor Line #:** 1

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

**Commodity Line #:** 1

**Commodity Code:** 38000

**Commodity Description:** Dairy Products

**Commodity Specifications:**

**Commodity Extended Description:** Prices will remain firm for the duration of the contract period. There is a minimum twenty (20) case order for delivery. These twenty (20) case orders can be a combination of cases from any State of Maine Sysco Awarded Contract. Sysco NNE agrees to include all dairy purchases made using this Master Agreement Contract in the drop size incentive calculation for customers who participate in the Prime Food Contract#18P 130723-015. This will allow for additional savings for customers who participate in both contracts through Sysco NNE. The incentive will be calculated for Prime Food Contract items only. In the event a customer doesn't participate in both, contracts will stand independently according to the agreed upon terms. The Division of Purchases requires a quarterly report of sales be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the Master Agreement number, dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
0		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00	02/01/17	01/31/20
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**State of Maine DAIRY CONTRACT**  
**TERMS and CONDITIONS**  
**MA 18P170119-084**  
**Sysco Food Serv. of NNE**

**CONTRACT PERIOD:** This contract is for a period of three (3) years, initial contract period February 1, 2017 thru January 31, 2018 with the option of two (2) one (1) year extension periods. Extension periods will be offered at the discretion of the State of Maine Division of Purchases.

**First Extension Period Through January 31, 2019**

**Second Extension Period Through January 31, 2020**

**CONTRACTOR CONTACT INFORMATION:** The contact person will help consumers place orders, inquire about orders that have not been delivered, any and all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: Shelly St. Pierre, Contracts & Bids Manager

Phone: 207-253-7058

Email: [st.pierre.shelly@nne.sysco.com](mailto:st.pierre.shelly@nne.sysco.com)

**EXTENSION OF CONTRACT:** The Director of Purchases may, with the consent of the contractor, extend the contract period beyond the indicated expiration date.

**CANCELLATION:** The Division of Purchases reserves the right to cancel any contract upon a thirty (30) day written notice, or cancel any contract immediately if the contractor does not confirm to the terms and conditions of a contract.

**PRICES:** Prices shown are net including transportation charges fully pre-paid by the contractor FOB destination. **PRICES ARE TO REMAIN FIRM FOR THE DURATION OF THE CONTRACT.**

Sysco NNE agrees to include all dairy purchases made using this Master Agreement Contract in the drop size incentive calculation for customers who participate in the Prime Food Contract#18P 130723-015. This will allow for additional savings for customers who participate in both contracts through Sysco NNE. The incentive will be calculated for Prime Food Contract items only. In the event a customer doesn't participate in both, contracts will stand independently according to the agreed upon terms.

**QUANTITIES:** It is understood and agreed that the contract shall cover the actual quantities ordered by any agency of the State for delivery during the term of contract, whether more or less than amounts indicated in RFQ 18P 1202-365.

**MINIMUM ORDER QUANTITIES:** There is a minimum twenty (20) case order for delivery. These twenty (20) case orders can be a combination of cases from any State of Maine Sysco Awarded Contract.

**PACKAGING & CONTAINERS:** All items shall be packed and packaged in accordance with prevailing commercial practice and in such a manner as to insure delivery in good condition, free from signs of spoilage. Containers to have no advertisements.

**NOTE:** Any indication of spoilage at delivery time or spoilage before expiration date, will be unacceptable to the using agency. The contracting vendor will be required to pick up and exchange spoiled product or pay the difference if the agency is required to obtain dairy products from another source. This would pertain to back orders as well.

**INSPECTIONS:** Dairy Producers may be subject to inspection by a representative of the State and, if in the opinion of the State, the facilities of any bidder are deemed to be unsatisfactory, the bid of such bidder shall be subject to rejection.

Contractor shall be subject to inspection at all times, and if production methods and/or sanitary conditions are found to be unsatisfactory in the opinion of the State, the contract will be subject to cancellation and any losses to the State thus incurred shall be charged against the defaulting contractor.

**BACK ORDERS:** Shall be kept to a minimum. If the contractor is aware a back order will occur they must contact the Food Manager for the facility prior to the scheduled delivery date. If an item is repeatedly out of stock and the facility is forced to utilize other vendors, the cost differential may be charged back to the contractor.

**SUBSTITUTIONS:** Can be made but must be approved by the facilities Food Manager prior to delivery, must be of equal or better quality and must not exceed the contracted price for the original item ordered.

**NON-CONTRACT ITEMS:** Dairy items not listed in the contract will be quoted by the contractor as the need arises. Each facility will be allowed to purchase these items from other vendors if the price is more competitive.

**ORDERING PROCEDURE:** Using agencies will order on a regular schedule. Master Agreement Contract # must appear on all invoices. Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. Orders in the amount of \$5,000.00 or less can be ordered using a DO or by using a Procurement Card (Credit Card). If a DO is used the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file.

**DELIVERY:** Deliveries shall be made on a regular schedule as agreed to by using agencies and contractor. Deliveries shall be made in the quantity, size and type container specified on bid schedule unless otherwise mutually agreed upon between the using agency and the contractor.

**INVOICING:** Invoices for Dairy Products delivered to an institution shall be rendered directly to the using agency at times as agreed upon with the officials of the Institutions.

All products and the handling of same shall comply with all applicable laws of the Federal Government and/or State of Maine, including the US Pure Food and Drug Act, and regulation promulgated by the Maine Dept. of Agriculture.

**QUARTERLY REPORT:** The Division of Purchases **requires a quarterly report of sales** be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the Master Agreement number, dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

**NOTE:** This Master Agreement will be utilized by any and all State of Maine departments and agencies requiring these products. Below are the facilities that are currently known to be users of these products and the frequency they require deliveries. The frequency of required deliveries may change as each facility's needs change.

Facility Information	Required Deliveries Per Week
<b>Dorothea Dix Psychiatric Ctr. Receiving Dept. 656 State St., Bangor, ME 04402-0926</b>	Two
<b>Riverview Psychiatric Center 250 Arsenal St., Augusta, ME 04332</b>	Two
<b>Long Creek Youth Dev. Center 675 Westbrook St., So. Portland, ME</b>	Two, Mon/Thurs preferably

<b>Maine Correctional Center</b> <b>Mallison Falls Rd., Windham, ME 04062</b>	Two
<b>Maine State Prison</b> <b>807 Cushing Road, Warren, ME 04864</b>	One, Preferably Tuesday
<b>Mountain View Youth Dev. Center</b> <b>1182 Dover Rd., Charleston, ME 04422</b>	Two, Tues/Fri Preferable
<b>Southern Maine Re-Entry Center</b> <b>2 Layman Way, Alfred, ME 04002</b> <b>Moving in Feb 2017, won't require deliveries after.</b>	Two, Tues/Fri Preferable

The following facilities will be authorized users and **may** elect to utilize the resulting Master Agreement in part or as a whole as it meets their needs. The final determination will be based on the end results of the bid pricing, contracted products and whether winning bidder can deliver as frequent as each facility requires.

Facility Information	Required Deliveries Per Week
<b>Maine Veteran's Home - Bangor</b> <b>44 Hogan Rd., Bangor, ME 04401</b>	Two, Tues/Fri Preferred
<b>Maine Veteran's Home - Machias</b> <b>32 Veteran's Way, Machias, ME 04654</b>	Two
<b>Maine Veteran's Home - So. Paris</b> <b>477 High St., So. Paris, ME 04281</b>	One
<b>Maine Veteran's Home - Augusta</b> <b>310 Cony rd, Augusta, ME 04330</b>	Two
<b>Maine Veteran's Home - Scarborough</b> <b>290 US Route 1, Scarborough, ME 04074</b>	Two to Three
<b>Franklin County Detention Center</b> <b>121 County Way, Farmington, ME 04938</b>	As Requested
<b>Hancock County Jail</b> <b>50 State St., Ellsworth, ME 04605</b>	As Requested

**Municipality Political Subdivision and School District  
Participation Certification**

**RFQ # 18P 161202-365**

**Dairy Products - To create a Master Agreement**

Bidder's Organization Name: Sysco Northern New England, Inc.

Authorized By: \_\_\_\_\_

*Kathleen Stewart*

Date: December 12, 2016

The Division of Purchases is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

\_\_\_\_ Yes

Yes with conditions as follows: 20 case minimum order

\_\_\_\_ No

**State of Maine Dairy Contract  
MA 18P 170119-084  
Sysco Food Service of NNE  
Price List 2/1/2019 - 1/31/2020**

Description	Current Pack Size	Bid Pack Size	Bid Brand	2019 Unit Price	2019 Contract Price	Bid Part Number
Cheese American 2% Singles		4/5 LB	BBRLCLS		\$40.68	9035775
Cheese American 2% Singles 5lb	2/5lb	4/5 LB	BBRLCLS		\$40.68	9035775
Cheese American Deli Slice 5lb	4/5lb	4/5 LB	BBRLCLS		\$39.41	9035601
Cheese Cheddar Yellow Shredded Mild Feather 5lb	4/5lb	4/5LB	CASASOL		\$46.20	2819656
Cheese Cottage 1lb	12/1lb	12/1 LB	OAKHRST	2.47	\$26.99	7661693
Cheese Cottage Low Fat 1% 5lb	2/5lb	4/5 LB	HP HOOD	6.68	\$13.36	5020896
Cheese Cottage Small Curd 4% 5lb	2/5lb	2/5 LB	WHLFCLS 1%		\$16.61	5020169
Cheese Cream 3lb	10/3lb	10/3 LB	SYS IMP	5.95	\$55.85	1012566
Cheese Cubed Mixed Case Cheddar 5lb/Swiss 5lb/Pepper Jack 5lb	3/5lb	3/5 LB	BBRLIMP		\$48.05	1323939
Cheese Mozzarella LMPS Shredded 5lb	6/5lb	6/5 LB	AREZIMP		\$65.15	9008335
Cheese Mozzarella String 1oz	192/1oz	168/1OZ	AREZZIO		\$30.28	4384214
Cheese Parmesan Dry Grated 5lb	2/5lb	2/5 LB	CASADAN		\$28.26	6424966
Cheese Parmesan Shredded 5lb	2/5lb	2/5 LB	AREZCLS		\$36.01	4188753
Cheese Ricotta 3lb	6/3lb	6/3#	AREZZIO		\$26.07	2194199
Cheese Swiss Slice .75oz	8/1.5lb	8/1.5 LB	BBRLIMP		\$39.13	3554569
Cream Cheese 1lb					\$0.00	non stock
Cream Cheese Cup Light 1 oz	100/.75 oz	100/.75 OZ	BBRLIMP	0.15	\$13.13	6259477
Cream Half & Half Crtn Qt	12/1 qt	12/32 OZ	WHLFCLS	1.61	\$214.14	4828554
Cream Heavy Qt	12/32 oz	12/32 OZ	WHLFCLS	3.63	\$43.53	4828802
Cream Heavy Pint	12/1 pt	12/1 PT	OAKHRST	1.14	\$32.15	190928
Cream Light Qt	12/1 qt	12/1 QT	HP HOOD	2.22	\$28.26	1751114
Cream Sour 5lb	2/5 lb	2/5LB	OAKHRST	7.27	\$14.54	5058039
Cream Sour 1oz Cup	100/1 oz	100/1 OZ	WHLFCLS	0.12	\$12.86	5031836
Creamer Half & Half	402-3/8 oz	402/3/8 OZ	OAKHRST	0.02	\$9.72	6891560
Creamer Half & Half Shelf Stable	360-3/8 oz	360/3/8 OZ	WHLFCLS	0.05	\$16.35	8116055
Drink Eggnog 1/2 Gal	9-1/2 gal	9/1/2GAL	OAKHRST	3.03	\$27.28	1625904
Drink Eggnog Gal					\$0.00	non stock
Juice Orange 1/2 Gal	9/1/2 gal	9/1/2GAL	OAKHRST	2.24	\$20.15	1424886
Juice Orange Gal		4/1 GAL	OAKHRST	2.24	\$15.62	1792282
Milk 1% 1/2 Gal	9-1/2 gal	9/1/2GAL	OAKHRST	1.66	\$14.85	2125979
Milk 1% 5 Gal	1/20 qt	1/20 QT	OAKHRST	16.78	\$19.03	2496048
Milk 1% 8oz	50-1/2 pt*	50/1/2 PT	OAKHRST	0.17	\$9.59	1351683
Milk 1% Gal		4/1 GAL	OAKHRST	1.66	\$12.78	5137948
Milk 2% 1/2 Gal	9/.5 gal	9/1/2GAL	OAKHRST	1.75	\$15.88	435578
Milk 2% 8oz	50/8 oz	50/8 OZ	OAKHRST	0.23	\$11.43	4693802
Milk 2% Gal	4/1 gal	4/1 GAL	OAKHRST	3.35	\$13.58	5488317
Milk Buttermilk Qt	16/1 qt	16/1 QT	OAKHRST	1.01	\$15.49	1354919
Milk Choc Low Fat 5 Gal	1/20 qt	1/20QT	OAKHRST	15.74	\$19.27	3873288
Milk Choc Low Fat 1/2 Gal		9/1/2GAL	OAKHRST	15.74	\$16.86	693283
Milk Choc Low Fat Gal					\$0.00	non stock
Milk Choc Low Fat 8 oz	50-1/2 pt*	50/8 OZ	OAKHRST		\$9.89	1351766
Milk Choc Prem Qt	16/1 qt	16/1 QT	OAKHRST	1.37	\$22.91	7059563
Milk Lactaid Qt	12/1 qt	12/32 OZ	HP HOOD		\$22.24	6532840
Milk Lactaid UHT 1/2pt ns	20/4 oz	20/4 OZ	HP HOOD	0.32	\$6.33	4677589
Milk Skim 1/2 Gal	9-1/2 gal	9/1/2GAL	OAKHRST	1.67	\$14.84	690776
Milk Skim 5 Gal	1/20 qt	1/20QT	OAKHRST		\$18.51	3873262
Milk Skim 8 oz	50-1/2 pt*	50/1/2 PT	OAKHRST	0.16	\$9.12	1351659
Milk Skim Gal		4/1GAL	OAKHRST	1.67	\$12.15	438572
Milk Skim Qt	16/1 qt	16/1 QT	OAKHRST	1.08	\$16.17	1354505
Milk Whole Homogenized 8 oz	50-1/2 pt*	50/1/2 PT	OAKHRST	0.18	\$10.34	1351741
Milk Whole Homogenized 1/2 Gal	9-1/2 gal	9/1/2GAL	OAKHRST	1.85	\$16.92	434183
Milk Whole Homogenized Gal	4/1 gal	4/1GAL	OAKHRST	3.52	\$14.42	5497128
Sour Cream 5Lb	2/5 lb	2/5 LB	WHLFCLS	4.83	\$13.93	5020193
Yogurt Asst Rasp/Straw/Vanilla	24/4 oz	24/4 OZ	STNYFLD	0.44	\$12.43	1536168
Yogurt Fat Free Variety Pack 6oz	12/6 oz	12/6 OZ	STNYFLD	0.75	\$10.04	8053555
Yogurt Greek Blueberry 5.3 oz	12/5.3 oz	12/5.3OZ	YOPLAIT	0.98	\$11.64	2242743
Yogurt Greek, Low Fat (Lite & FiT) 6 Straw/6 Blue 5.3oz	12/5.3 oz	12/5.3OZ	DANNON		\$12.93	1918535
Yogurt Plain Fat Free Qt	6/32 oz	12/5.3OZ	DANNON	2.52	\$13.96	1612092