

MA 18P 19090900000000000041  
MODIFICATION

## State of Maine



### Master Agreement

**Effective Date:** 10/01/19

**Expiration Date:** 09/30/23

**Master Agreement Description:** Prime Food Vendor Services - Statewide

#### Buyer Information

Thomas Paquette	207-624-7890	ext.	Thomas.Paquette@Maine.gov
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#### Issuer Information

Thomas Paquette	207-624-7890	ext.	Thomas.Paquette@Maine.gov
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#### Requestor Information

Thomas Paquette	207-624-7890	ext.	Thomas.Paquette@Maine.gov
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#### Agreement Reporting Categories

#### Authorized Departments

ALL

### 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 Services - Statewide  
**Commodity Specifications:**  
**Commodity Extended Description:** Prime Food Vendor Services - Statewide

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	10/01/19	09/30/23
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services


DocuSigned by:  
 10/26/2022  
6D6437754DD0459...

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Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:  
 10/28/2022  
075D258F2AA73435...

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Signature Date

Kate Stewart

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Print Representative Name and Title

**STATE OF MAINE | SERVICE CONTRACT**

**DEPARTMENT AND VENDOR POINT OF CONTACTS**

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Vendor as outlined in Rider A, Reports, shall be submitted to:

Name: **Tom Paquette**

Email: [Thomas.Paquette@maine.gov](mailto:Thomas.Paquette@maine.gov)

Address: **111 Sewall Street**

City: **Augusta**

State: **ME**

Zip Code: **04333-0009**

Telephone: **207-624-7890**

VENDOR CONTACT: The following person is designated as the Contact Person on behalf of the Vendor for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: **Nathan Amadon**

Email: [nathan.amadon@sysco.com](mailto:nathan.amadon@sysco.com)

Address: **36 Thomas Drive**

City: **Westbrook**

State: **ME**

Zip Code: **04092**

Telephone: **207-253-7009**

**STATE OF MAINE | SERVICE CONTRACT****RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D – Debarment, Performance and Non-Collusion Certification
<input checked="" type="checkbox"/>	Rider E – Certificate of Liability Insurance
<input type="checkbox"/>	Rider F – Included at Department's Discretion
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Business Associate Agreement – Included at Department's Discretion
<input checked="" type="checkbox"/>	Other – Vendor Contact Information and other Informational Materials

STATE OF MAINE | SERVICE CONTRACT

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional 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
\$									

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

Funding Total: \$    **Unencumbered – State Agencies will use on an as needed basis**

The sources of funds and compliance requirements for this Contract follow:

State General Fund                    \$  
Dedicated/Special    Revenue    \$  
Federal Funds                         \$

**STATE OF MAINE | SERVICE CONTRACT****RIDER A  
SCOPE OF WORK****TABLE OF CONTENTS**

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

**I. ACRONYMS/DEFINITIONS:**

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
Contract	Formal and legal binding agreement
MA	Master Agreement
Department	State of Maine Department Entering into this Contract
State	State of Maine
Vendor	Organization providing services under this Contract

**II. INTRODUCTION/OVERVIEW:**

The purpose of this Contract is to provide Prime Food Vendor services and supplies on an “as needed” basis to State of Maine psychiatric centers, State of Maine correctional facilities, Maine Veterans Homes, County correctional facilities as well as other possible public-sector participants, and is entered into by the Department and the Vendor pursuant to RFP #201904077.

The RFP and the Vendor’s proposal are incorporated into this contract by reference. The following sections are adapted from the RFP and the Vendor’s proposal and are provided below for clarification and ease of reference.

The State of Maine is committed to providing purchasing opportunities for political subdivisions, municipalities, and school districts. We encourage our contractors to make their services available to these entities through separate contracts but under the same terms offered to the State. Vendor may be asked to provide services to these entities.

**III. DELIVERABLES:****Required Services and Expectations**

- A. Services:** Provide Prime Food Vendor Services and supplies to State of Maine psychiatric centers, State of Maine correctional facilities, Maine Veterans Homes, County correctional facilities, as well as other possible public-sector participants. This will require statewide service, distribution, and delivery throughout Maine, with no geographical limitations. Vendor must have access to substantial inventories which allow for timely delivery of any size order, as specified by the requester.

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- B. Training:** The vendor is required to provide mandatory training minimally two times per year, with a minimum of eight hours of Serve Safe Certified or equivalent training in person for up to four people for each facility using the State of Maine Prime Food Vendor contract and must make training videos for other food handling related topics available to the users.

Sysco makes the following training platforms available to all participating State of Maine facilities.

1. Sysco agrees to pay for up to 40 people per contract year (12-month contract period) for Serve Safe Certification. This training will take place at Sysco and will be no cost to the State of Maine. The 40 Serve Safe Certifications per contract year will not roll over to subsequent contract years. The first contract period (3 years) would be as follows:
  - Year 1 – 10/1/2019 – 9/30/2020 (12 months) up to 40 Serve Safe certifications
  - Year 2 – 10/1/2020 – 9/30/2021 (12 months) up to 40 Serve Safe certifications
  - Year 3 – 10/1/2021 – 9/30/2022 (12 months) up to 40 Serve Safe certifications
  - Year 4 – 10/1/2022 – 9/30/2023 (12 months) up to 40 Serve Safe certifications
2. Sysco Inservice Training is available for all customers at no cost and can be done at Sysco or onsite.
3. Keys Inservice Solutions: A convenient and cost-effective means of training foodservice employees in various topics – including food safety, work safety, diet and nutrition education, service skills, and budgeting. Each program is a complete kit, offering audiovisual presentations and other materials to guide instructors in delivering and documenting effective monthly in-services.
4. Education Interface: (fee-based learning platform, additional cost) An online training library of health, safety, foodservice, customer service, and professional development courses. The interface is designed to improve employee training compliance and allows employers to manage, track, and assess student progress.

Additional information on the above trainings can be found under the “Other” Informational Materials section of this contract – Attachments 1 – 3 (pages 25-29).

- C. Reporting:** Provide reports, as requested, on contract usage, reported shortages, items discontinued or substituted, and/or remote stocked by facilities using the State of Maine Prime Food Vendor contract, specifying the dollar amount spent on food items for whatever reporting period is requested. The Division of Procurement Services requires the vendor to send a quarterly report of sales 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 minimally include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.
- D. Audits:** The State reserves the right to perform, from time to time, an audit of the Vendor's records. An audit, in this context, is defined as the verification of program pricing, utilizing sufficient invoices, and other pertinent data to verify that the pricing used is in accordance with the contract and its terms. The State will provide the Vendor with at least seven calendar days of notice in advance of an audit, however, the State reserves the right to initiate an audit without notice if there is any credible indication that the Vendor is not adhering to the terms of the contract. The State anticipates performing audits quarterly but reserves the right to perform audits more frequently. The Vendor shall supply access to any and all verifications of product cost, freight charges, promotional allowances, selling prices, and mark-ups as they relate to this contract. The Vendor shall credit the State for overcharges discovered in the course of an audit. If errors are excessive, the State may elect to perform a more comprehensive audit of the contract. In this case, the Vendor shall be responsible for the State's expenses incurred in the audit.



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- E. Monitoring:** The State shall monitor the vendor's performance in the following areas, among others: percentage of items substituted; percentage of items shorted; adherence to product specifications and program pricing as compared to other programs. The Division of Procurement Services and/or each facility's business manager or food manager will monitor the laid-in cost and mark-up percentage of contract items provided. The "laid-in cost" shall be defined in this contract as the product cost, including freight and any rebates or allowable program discounts (but not prompt payment discounts), and it is not to include taxes.
- F. Insurance:** The Vendor and any Subcontractor shall, for the duration of the contract and any of its optional renewal periods (if exercised), purchase and maintain such insurance as will protect themselves from claims set forth below. Such claims may arise out of or result from the vendor's or Subcontractor's execution of the work, whether such execution be performed by the Vendor, Subcontractor, or by anyone directly or indirectly employed or contracted by any of them, or by anyone for whose acts the Vendor or Subcontractor may be liable. The Vendor and any Subcontractor shall maintain no less than \$1,000,000.00 of general liability and vehicle liability insurance, single limit per occurrence. Workers' Compensation Insurance as required by the State of Maine.
- G. Orders:** The Vendor shall provide each facility location receiving products under this contract with the name and telephone number of a company sales representative who may be contacted by facility personnel Monday through Friday 8:00 a.m. to 4:00 p.m., exclusive of State holidays. This requires a live person, and not an automated voicemail. The named sales representative shall have primary responsibility for processing and correcting all breaches of this contract by Vendor and shall be authorized to accept emergency and special orders. In addition, Vendor will be required to supply contact information for a company sales representative(s) who may be contacted 24/7 by facility personnel during an Emergency or Disaster situation. This would include availability on weekends, holidays, and after regular business hours.
- Sysco's Initial Contact for emergency or disaster situations for all State of Maine Accounts:  
 Account Representative: Buddy Eastman (207) 650-5327  
 Secondary Emergency Contact: Clark Hinchler (207) 332-9495
- Customer Service Team:  
 M-F from 8:00 am – 5:00 pm and Sunday from 10:00 am – 5:00 pm  
 800-632-4446  
[008-Customerservice@nne.sysco.com](mailto:008-Customerservice@nne.sysco.com)
- H. Back Orders and Shortages:** Back orders and shortages **will not be tolerated. If a back order or shortage occurs, then the Vendor must contact and inform the affected facility's food manager.** Vendor will work with facility and discuss a plan to resupply any shortages, and if the issue cannot be resolved, the State may choose to purchase product through another supplier.
- I. Discontinued Items:** The State reserves the right to purchase any item from another vendor if the Vendor makes a business decision to discontinue without having to use the Vendor suggested replacement.
- J. Substitutions:** The State's and participating facilities' Business Offices, Food Service Managers, or other authorized personnel must approve of substitutions in advance of delivery. Therefore, substitutions will only be accepted by the State and participating facilities if such approval has been given prior to delivery. The Vendor must notify requesting facility food managers for prior approval. All substitutions must be of equal or better quality than the originally ordered item, and the cost of the substitute item shall not be higher than the contract price of the originally ordered item. If substitutions are not approved in advance of delivery,

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the facilities receiving personnel reserve the right to refuse the substitution at the time of delivery.

- K. Delivery:** The Vendor shall contact each facility prior to delivery, in order to assure proper delivery instructions. Each facility and account needs the ability to set up specific guidelines for delivery. All products are to be delivered to each facility at proper temperatures. Most facilities will receive two (2) deliveries per week except for a few facilities that may require three (3) deliveries per week. All deliveries must be received by the facility food manager or an approved facility receiving clerk on duty. All delivery invoices must be signed by the above person at the time of delivery. The State and participating business offices will not process unsigned invoices for payment.
- L. Samples:** All products offered under the proposal or resulting contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.
- M. Lead Time:** For the purposes of the awarded contract, the "lead time" shall be defined as the length of time between placement of order and delivery to the requesting or destination facility.
- N. Product Specifications:** Product specifications will be provided to the vendor by the facility food managers after award of contract.
- O. Buy American - Long Creek Youth Development Center (LCYDC) National School Lunch Program:** The definition of "Buy American" for this RFP means procuring domestic commodities or products. Domestic commodities or products are an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Requirement: To meet Federal standards LCYDC shall be required to purchase, to the maximum extent practicable, domestic commodities or products.
- P. Depletion of Existing Inventories:** Facilities may have to deplete existing inventories before placing orders under the awarded contract.
- Q. Inspections of Equipment, Facilities and Sanitation:** The vendor's premises, equipment, supplies, and warehouse facilities shall be maintained throughout the life of the contract in a condition that is satisfactory to the State and in compliance with all applicable State of Maine Health and Sanitation Codes. If distribution methods and/or sanitary conditions are found to be unsatisfactory in the opinion of the State, the awarded contract will be subject to cancellation and any losses to the State thus incurred shall be charged to the defaulting vendor. The vendor's plant shall be subject to inspection at all times. If in the opinion of the State, sanitary conditions are unsatisfactory, the awarded contract shall be subject to cancellation. All products furnished hereunder shall be warehoused in facilities owned by the vendor, unless an exemption is otherwise approved by the State. The State reserves the right to inspect the vendor's offices, distribution systems, and warehouse facilities throughout the period of the awarded contract. Upon request by the State, product inspection opportunities at the point of delivery shall be made available by the vendor to the facilities' receiving teams. See attachment 7 – Certification (page 32)

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**R. Raw Food Specifications:** The following are the minimum specifications for raw food. Higher but not lower grades can be purchased.

1. **Beef** - USDA Choice. Ground beef patties may contain a maximum of 5% combined protein derivatives and a maximum fat content of the finished raw patty of 20%
2. **Pork** – USDA #1
3. **Poultry** – USDA
4. **Fish and seafood** – Frozen fish must be a nationally distributed brand, packed under inspection of U.S Department of the Interior
5. **Dairy Products** – USDA Grade A
6. **Eggs** – Fresh USDA Grade AA
7. **Canned Fruit** – USDA Grade A Fancy
8. **Frozen Vegetables** – USDA Grade A
9. **Frozen Fruits** – USDA Grade A
10. **Fresh Fruit and Vegetables** – USDA Grade A

**S. Canned Goods:** All products under the awarded contract must be current year pack.

USDA Grading and Inspection Certificates are required on all awards of canned foods of 100 cases or more of a single item. This certificate must be mailed to the facilities ordering these items within 30 days of delivery.

The Certificate shall be presented as follows:

1. An original or photocopy issued less than 6 months prior to date of shipment.
2. A manually signed true copy issued less than 6 months prior to date of shipment.
3. A Certificate of Quality and Condition Form FV-146, FV-147 or FV-149 is acceptable.

The Certificate shall cover only the lot(s) purchased and shall include:

1. Applicant (vendor)
2. Receiver (State of Maine or participating facility)
3. Source of Samples and Product Inspected
4. All Codes in the Lot(s)
5. Principal Label Marks
6. Specifications of Product
7. Grade (indication that the product meets the requirements as published in the RFP, including the Average Score, as per the USDA standards for grades)
8. Stamped with USDA Inspection Shield of Approval and Date
9. If the lot or lots fail non-quality factors, but acceptance is authorized, then certify as follows:

FAILS State of Maine Contract Requirements

Acceptance is authorized by \_\_\_\_\_  
Buyer, Title, Acceptance Date

Address of Inspection Officer and Signature of Inspector (must be legible)

Copies of Certificates must be forwarded to proper officials, as follows:

1. Original and two copies to: Applicant
2. One copy to: Division of Procurement Services,  
Attn: Tom Paquette, Procurement Analyst II
3. One copy to: Officer in Charge, USDA AMS, FV, PPB  
165 Lancaster St., Portland, ME 04101
4. Balance to: each facility participating in the contract

Cost of inspection, fees, and expenses shall be borne by the vendor.

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On lots of less than 100 cases, one (1) sample of each lot number being supplied must be submitted to using facilities if requested. If a facility requests a sample, then the sample must be submitted for testing and evaluation at least one (1) week before the final shipment of the product is made. USDA Inspection Certificates may be submitted in lieu of the physical sample if desired, but at bid price. Failure to submit certificates or samples as noted may result in the canned goods being rejected at the dock, deemed unacceptable and returned at the vendor's expense. Packing Slips are not acceptable as a grading certificate.

- T. Quality:** All frozen foods must be Grade A or equivalent product and must be current year pack. Frozen goods delivered that do not meet grade and quality will be rejected, deemed unacceptable, and will be returned at the vendor's expense. No perishable foods should be delivered with less than a seven-day window of usage. Fresh produce must be free from spoilage and infestation. Canned food must be free from damage. See Attachment 9 for Customer Credits and Returns (pages 30 – 31).
- U. Packaging and Labeling:** All products shall be packed, labeled, and conform in every respect to the provisions of the Federal, Food, Drug and Cosmetic Act, and the regulations promulgated thereunder. Shipping Containers (case markings) shall be marked with the name of the product, brand, quantity and size of pack as stated on Order, and the name of the shipper and vendor.
- V. Code Marks:** Each primary container (can) must be coded, and deliveries must bear identical code marks as they appear on inspection certificates. Can codes must also match case codes if they are marked. Visible case certification stamping is acceptable. Can code definitions (expiration dates) must be clear and Vendor must provide way for each facility to understand what each code means so the user can understand when the product expires. Bidders are to describe their procedure for dating and coding the following products.
  - 1. Canned Goods
  - 2. Frozen Goods
  - 3. Cereals
  - 4. Sugar
  - 5. General Groceries
  - 6. Fresh Produce
  - 7. Fruit
- W. Opportunity Purchases (Buys):** The vendor will seek out special opportunity purchases at a cost savings for items not regularly stocked.  
  
The State of Maine needs to ensure they are getting the best deal on food purchases.  
Vendors are to seek out and offer special opportunity purchases and pass the savings on to the State.
- X. Off Contract Purchasing:** If items can be located from other vendors at a 20% or more cost savings the State reserves right to purchase off contract.
- Y. Meetings Space:** The vendor will offer a meeting space for quarterly meetings between the State Facilities and the Vendor to discuss the service being provided, future plans, and business opportunities and market trends.
- Z. Site Visits:** The vendor must visit each facility minimally twice per year or more frequent as requested.

**STATE OF MAINE | SERVICE CONTRACT****PRICING****1. Vendor Mark-up**

Vendor Mark-up is the percentage increase that a contractor charges in addition to the cost of the goods.

Size of Order	Mark-up %
\$0 - \$999	7.75%
\$1,000 - \$1,999	7.75%
\$2,000 - \$2,999	7.75%
\$3,000 – Over	7.75%

**2. Discount for Prompt Payment**

Discounts offered to the State for invoice payment prior to the State's standard 30-day due date for payments.

Payment Time	Discount %
30 Days	Standard Payment Terms
Within 20 Days	0.25%
Within 10 Days	0.50%

**3. Other Discounts**

Orders \$10,000.00 & over will receive a 0.25% discount off invoice.

**LIST OF PARTICIPATING ENTITIES:**

Below is a list of the entities that may participate, under this contract. However, this list should not be considered binding upon or limited to any of the listed entities.

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  
 Maine Correctional Facility, P.O. Box 260, 17 Mallison Falls Rd., Windham, ME 04062  
 Southern Maine Women's Reentry Center, 230 River Road, Windham, ME 04062  
 Maine State Prison, 807 Cushing Road, Warren, ME 04864-4600  
 Bolduc Correctional Facility, 516 Cushing Road, Warren, ME 04864  
 Mountain View Correctional Facility, 1202 Dover Road, Charleston, ME 04422  
 Long Creek Youth Dev. Center, 675 Westbrook St., So. Portland, ME 04106  
*NOTE: If the State opens (or re-opens) a correctional facility in the Downeast section of Maine, vendor will be required to service this facility.*

Central Maine Community College, 1250 Turner St., Auburn, ME 04210  
 Eastern Maine Community College, 354 Hogan Rd., Bangor, ME 04401  
 Kennebec Valley Community College, 92 Western Ave., Fairfield, ME 04937  
 Northern Maine Community College, 33 Edgemont Drive, Presque Isle, ME 04769  
 Southern Maine Community College, 2 Fort Rd., So. Portland, ME 04106  
 Washington County Community College, One College Drive, Calais, ME 04619  
 York County Community College, 112 College Drive, Wells, 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

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Androscoggin County Jail, 2 Turner St., Auburn, ME 04210  
 Arostook 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

IV. PERFORMANCE MEASURES: Contract Administrator will reach out periodically to Facilities for feedback as to how this Vendor is performing services as outlined in this contract.

V. REPORTS

1. Required Reports: Vendor is to provide to the contract administrator a quarterly usage report no later than thirty (30) days after the end of each quarter which includes:

- a. Facility
- b. Date
- c. Items Purchased
- d. Number of items purchased
- e. Dollar Amount
- f. Total Amount

Vendor must also have adequate reporting capabilities to comply with any requests by the State for data regarding services provided, in a timely manner. This may include dollar value of goods broken down by facility or by products, as well as the total dollar value of purchases made by all Facilities.

The Vendor shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report
1.	Prime Food Vendor Quarterly Report

2. Reporting Schedule for Above Listed Required Reports

The Vendor shall submit all reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report:	Due Date and/or Frequency:
1.	Prime Food Vendor Quarterly Report	Each Quarter	No later than thirty (30) days after the end of each quarter

**STATE OF MAINE | SERVICE CONTRACT****RIDER B  
TERMS AND CONDITIONS**

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. 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.
3. INDEPENDENT CAPACITY. In the performance of this Contract, 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.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract 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.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract 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.
6. SUB-AGREEMENTS. Unless provided for in this Contract, 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 Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract 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.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
  2. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or

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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.

3. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, 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.
4. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract 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.
5. 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.
6. 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.
7. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
8. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract 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.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. 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 Contract 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



**STATE OF MAINE | SERVICE CONTRACT**

- Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider 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 Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the 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 Contract and make such materials available at its offices at all reasonable times during the period of this Contract 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.
  12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract 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 date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
  13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
  14. GOVERNING LAW. This Contract 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 Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
  15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**STATE OF MAINE | SERVICE CONTRACT**

16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. 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 Contract 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 Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract 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 Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
  - Rider C Exceptions
  - Rider B Terms and Conditions
  - Rider A Scope of Work
  - Funding Rider
  - Rider D Included at Department's Discretion
  - Rider E Included at Department's Discretion
  - Rider F Included at Department's Discretion
  - Rider G Identification of Country in which contracted work will be performed
  - Business Associate Agreement included at Department's Discretion
  - Other Included at Department's Discretion
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation 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.
23. 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

**STATE OF MAINE | SERVICE CONTRACT**

purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, 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.

24. ENTIRE CONTRACT. This document contains the entire Contract 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 Contract 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 Contract, or to exercise an option or election under the Contract, 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 Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
  1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
  2. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
    1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
    2. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    4. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
  5. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**STATE OF MAINE | SERVICE CONTRACT**

**RIDER C**

**EXCEPTIONS**

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider Section

N/A

STATE OF MAINE | SERVICE CONTRACT

RIDER D

Title: DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

Appendix A


STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: Sysco of Northern New England		
Chief Executive - Name/Title: Jane Brett		
Tel: 774-257-9700	Fax: 207-828-2597	E-mail: jane.brett@sysco.com
Headquarters Street Address: 36 Thomas Drive		
Headquarters City/State/Zip: Westbrook, ME 04092		
(provide information requested below if different from above)		
Lead Point of Contact for Bid - Name/Title: Kate Stewart		
Tel: 207-232-6872	Fax: 207-828-2597	E-mail: Kathleen.stewart@sysco.com
Street Address: 36 Thomas Drive		
City/State/Zip: Westbrook, ME 04092		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Kate Stewart	Title: Regional V.P. of Finance/C.F.O.
Authorized Signature: 	
Date: 10/11/22	


**STATE OF MAINE | SERVICE CONTRACT****Debarment, Performance, and Non-Collusion Certification**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Kate Stewart	Title: Regional V.P. of Finance/C.F.O.
Authorized Signature: 	Date: 10/11/22

## STATE OF MAINE | SERVICE CONTRACT

## RIDER E

## Title: CERTIFICATE OF LIABILITY INSURANCE

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 06/18/2022	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA			CONTRACT PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #		
INSURED Sysco Northern New England, Inc. 36 Thomas Drive Westbrook ME 04092 USA			INSURER A: Zurich American Ins Co 16535 INSURER B: American Zurich Ins Co 40142 INSURER C: Steadfast Insurance Company 26387 INSURER D: ACE Property & Casualty Insurance Co. 20699 INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 570093836844		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSUR LTR	TYPE OF INSURANCE	ACORD SUB INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GL0234720313	06/30/2022	06/30/2023
			LIMITS		
			EACH OCCURRENCE \$2,000,000		
			TAKING INTO ACCOUNT PREMISES (Ex occurrence) \$2,000,000		
			MED EXP (Any one person) \$10,000		
			PERSONAL & ADV INJURY \$2,000,000		
			GENERAL AGGREGATE \$5,000,000		
			PRODUCTS - COMPROP AGG \$5,000,000		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> AUTOB ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		BAP 2347204 13 AOS	06/30/2022	06/30/2023
			COMBINED SINGLE LIMIT (Ex accident) \$5,000,000		
			BODILY INJURY (Per person)		
			BODILY INJURY (Per accident)		
			PROPERTY DAMAGE (Per accident)		
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$25,000		G28133078007	06/30/2022	06/30/2023
			EACH OCCURRENCE \$5,000,000		
			AGGREGATE \$5,000,000		
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETARY PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> YES, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC234719913 AOS	06/30/2022	06/30/2023
			PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>		
A			WC234720113 MA, WI	06/30/2022	06/30/2023
			E.L. EACH ACCIDENT \$1,000,000		
			E.L. DISEASE-EA EMPLOYEE \$1,000,000		
			E.L. DISEASE-POLICY LIMIT \$1,000,000		
C	<input checked="" type="checkbox"/> EXCESS WC TX Non-Subscribers SIR applies per policy terms & conditions		EW234722212	06/30/2022	06/30/2023
			E.L. Each Accident \$5,000,000		
			Aggregate Limit \$10,000,000		
			SIR \$2,000,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
CERTIFICATE HOLDER State of Maine Support Systems Food Distribution Programs 23 State House Station Augusta ME 04333-0023 USA					
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>					

ACORD 25 (2016/03)

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**STATE OF MAINE | SERVICE CONTRACT**

RIDER F

Title:

**(Included at Department's Discretion)**

N/A



**STATE OF MAINE | SERVICE CONTRACT**

**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: Enter Country**

**Notification of Changes to the Information**

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

## STATE OF MAINE | SERVICE CONTRACT

Other:

## Prime Food Vendor Contact Information

<b>Company Name:</b>	Sysco Northern New England, Inc.				
<b>Mailing Address (Street or P.O. Box):</b>	PO Box 4657				
<b>City:</b>	Portland	<b>State:</b>	ME	<b>Zip Code:</b>	04112
<b>In-House Sales Person:</b>				<b>Title:</b>	
<b>Telephone Number:</b>					
<b>Contact Person:</b>	Buddy Eastman			<b>Title:</b>	Account Executive
<b>Telephone Number:</b>	207-650-5327				

<b>Warehouse which will store items to be furnished:</b>	Sysco Northern New England, Inc				
<b>Warehouse Address:</b>	44-55 Thomas Drive				
<b>City:</b>	Westbrook	<b>State:</b>	ME	<b>Zip Code:</b>	04092

## Emergency Contacts for Deliveries and Problems with Orders (including 24/7 contacts)

<b>Contact Person:</b>	Buddy Eastman	<b>Title:</b>	Account Executive
<b>Telephone Number:</b>	207-650-5327		
<b>Days and Hours Available:</b>	24 hours/7 days		
<b>Contact Person:</b>	Clark Hinch	<b>Title:</b>	Contract Sales Lead
<b>Telephone Number:</b>	207-332-9495		
<b>Days &amp; Hours Available:</b>	24 hours/7days		
<b>Contact Person:</b>	Customer Service	<b>Title:</b>	
<b>Telephone Number:</b>	1-800-632-4446		
<b>Days &amp; Hours Available:</b>	8:00 am – 5:00 pm M-F & 10:00 am – 5:00 pm Sunday		

STATE OF MAINE | SERVICE CONTRACT

INFORMATIONAL MATERIAL

B. Training

Attachment 1

Sysco Northern New England  
Inservice Training **Options**



## STATE OF MAINE | SERVICE CONTRACT

### Inservice Training Options

#### Educational Posters

- Proper Hand Washing Procedure Poster Spanish.pdf (PDF)
- Proper Hand Washing Procedure Poster.pdf (PDF)
- Temperature Guidelines - Spanish.pdf (PDF)
- Temperature Guidelines.pdf (PDF)

#### Food Code 2013

- Food Code 2013.pdf (PDF)
- Summary of Changes for Food Code 2013.pdf (PDF)

#### Master Forms

- Department Education Checklist.pdf (PDF)
- DeptAnnEdRecdEmpl.pdf (PDF)
- MasterInstrGuide.pdf (PDF)
- PLANNING CALENDAR.pdf (PDF)

#### Food Safety Inservices

##### Facilities, Cleaning and Sanitizing, Pest Mgmt

- ANNOUNCEMENT - Facility Management.pdf (PDF)
- ATTENDANCE RECORD - Facility Management.pdf (PDF)
- CERTIFICATE - Facility Management.pdf (PDF)
- DAILY CHECKLIST - Facility Management.pdf (PDF)
- INSTRUCTOR'S PROGRAM GUIDE - Facility Management.pdf (PDF)
- KEY CONCEPTS - Facility Management.pdf (PDF)
- MASTER CLEANING SCHEDULE - Facility Management.pdf (PDF)
- MASTER SCHEDULE - Facility Management.pdf (PDF)
- MONTHLY CHECKLIST - Facility Management.pdf (PDF)
- POST TEST - Facility Management.pdf (PDF)
- PPT PRESENTATION - Facility Management.pdf (PDF)
- SPANISH POST TEST - Facility Management.pdf (PDF)
- SPANISH SUMMARY SHEET - Facility Management.pdf (PDF)
- SUMMARY SHEET - Facility Management.pdf (PDF)
- WEEKLY CHECKLIST - Facility Management.pdf (PDF)

##### Food Allergen Awareness Training

- ALLERGEN HANDOUT - Food Allergen Awareness Training.pdf (PDF)
- ANNOUNCEMENT - Food Allergen Awareness Training.pdf (PDF)
- ATTENDANCE RECORD - Food Allergen Awareness Training.pdf (PDF)
- AUDIO NARRATION SCRIPT - Food Allergen Awareness Training.pdf (PDF)
- CERTIFICATE - Food Allergen Awareness Training.pdf (PDF)
- INSTRUCTOR'S GUIDE - Food Allergen Awareness Training.pdf (PDF)
- KEY CONCEPTS - Food Allergen Awareness Training.pdf (PDF)
- POST TEST - Food Allergen Awareness Training.pdf (PDF)
- POWERPOINT - Food Allergen Awareness Training.pdf (PDF)
- SPANISH POST TEST - Food Allergen Awareness Training.pdf (PDF)
- SPANISH SUMMARY SHEET - Food Allergen Awareness Training.pdf (PDF)
- SUMMARY SHEET - Food Allergen Awareness Training.pdf (PDF)

##### Implementing HACCP

- HACCP Protocol Example.pdf (PDF)
- Temperature Guidelines - Spanish.pdf (PDF)
- Temperature Guidelines.pdf (PDF)



## STATE OF MAINE | SERVICE CONTRACT

B. Training  
Attachment 2**KEYS** *Training Solutions*

## Foodservice Employee Training Programs

**Knowledgeable Employees Yield Success**

The Sysco **KEYS Training Solutions for Restaurants and Hospitality** Program provides foodservice employees valuable training with minimal preparation time required by the manager. This professionally designed program series is a complete kit – providing all of the materials required to plan, prepare, and deliver training activities.

**Food and Work Safety Programs**

- Introduction to Food Safety\*
- Overview of Foodborne Microorganisms and Allergens\*
- Personal Hygiene\*
- Purchasing, Receiving, and Storing\*
- Preparation, Cooking, and Serving\*
- Implementing HACCP\*
- Facilities, Cleaning and Sanitizing, and Pest Management\*
- Preventing Lifting and Carrying Injuries
- Robbery Prevention and Awareness
- Preventing Slips, Trips, and Falls
- Knife Safety
- Food Allergen Awareness Training

\* Reference: *SafeServe™ Course Book, 6th Edition*

**Customer Service****Cooking Methods****Nutrition and Diet Education Programs**

- Keeping It Gluten-Free
- Healthy Diet

**Complimentary Materials**

- Program Announcement
- Attendance Record
- Training Certificate
- Instructor's Guide
- Key Concepts
- Employee Post Test
- Spanish Version—Test and Summary
- Summary Sheet
- Presentation

Contact your Sysco Account Executive to Order **KEYS—Restaurants and Hospitality Training Program**

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10/01/10



## STATE OF MAINE | SERVICE CONTRACT

## B. Training

## Attachment 3

## Education Interface



## Web-based Learning Libraries



The future of your business is your staff. Now you have a product to help you enhance your most valuable asset.

Take advantage of Education Interface, a web-based interactive employee training library of health, safety, foodservice, customer service, and professional development courses.

## Dietary Training Advantage

A comprehensive curriculum designed to promote food safety practices that teach the importance of HACCP principles. Education Interface provides introductory training and reinforcement on the critical elements of foodservice.

## Nursing &amp; CNA Training

A standardized training curriculum designed for nursing. Offers detailed instruction on the primary areas of responsibility. Use to enrich current certification programs or as a Quality Assurance tool.

## Health and Safety Compliance

Education Interface has developed a web-based solution to comply with the Health and Safety training requirements of OSHA to meet all of your regulatory needs.

## Customer Service Training

Help your employees make the connection between their role and excellent customer service. Show them how to identify and implement new and better ways of servicing the internal and external customer. Remind them that your organization's reputation is largely based on customer service.

## First Aid Training

Train your employees to be ready to provide first aid in emergencies. Ten courses cover CPR and more.

## Safety Training

Protect your employees and others from dangerous accidents by arming them with this general safety training and reducing the risk of injury.

- |  |  |
|--|--|
| ▶ 100% Web-Based Learning Available 24/7                 | ▶ Custom Content Creation Available  |
| ▶ Outstanding Customer Support a Phone Call Away         | ▶ Management Platform Tracks and Reports Progress                                  |
| ▶ Standardized Training Material and Delivery            | ▶ Personalized Support Staff Assists with Implementation                           |
| ▶ Easily Monitor Training Progress for Each Employee     | ▶ Preferred Pricing for Sysco Customers  |
| ▶ Convenient Training for Part-Time and Nightshift Staff | ▶ Visit <a href="http://www.EducationInterface.com">www.EducationInterface.com</a> |

Contact your Sysco Account Executive for More Information

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## STATE OF MAINE | SERVICE CONTRACT

Attachment 9

## Customer Credits & Returns



*How this  
policy  
helps our  
customer*

Good things  
come from  
**Sysco**

*Should a  
return be  
requested  
after a  
delivery has  
been made...*

Sysco's approach to credits & returns remains simple and aimed at absolute customer satisfaction and ensuring a food safe supply chain. In order to maintain the highest levels of consumer food safety, we ask for your partnership in complying with this Customer Credit and Returns Policy. By working together, we can maintain the food safety and integrity of our supply chain.

Sysco Delivery Associates will return and credit any product that you do not accept at the time of delivery. Checking-in your order also provides you with an opportunity to request credit immediately if a product is invoiced but not included with your delivery. After delivery, credits and returns are limited within the parameters established within this policy.

### Benefits of our Product Return & Credit Policy:

- Ensures product wholesomeness & quality
- Reduces product loss that ultimately impacts both Sysco and our Customer
- Speeds the processing of returns and refunds
- Assures product handling is compliant with Sysco's Food Safety Programs, USDA, FDA, OSHA and HAZMAT requirements
- Reduces the risk that a tampered, damaged or unwholesome product could be redistributed to another customer

### At Time of Delivery

- Most credits and returns should happen when you are receiving your delivery.
- Your Sysco Delivery Associate will gladly help you verify the items delivered agree with your invoice.
- You may choose to return any item for credit at the time of delivery unless the item is a Special Order, Auto-Ship or Standing Order. Your Delivery Associate will make an adjustment on your invoice to keep for your records.
  - ✓ Temperature Controlled for Safety (Refrigerated and Frozen) are only eligible for return at time of delivery. (see attached table for listing of Time and Temperature Control for Safety)
- If a product is partially damaged, your Delivery Associate will make an immediate adjustment on your invoice.
- Once you've approved your order (less any items you return) just sign the invoice, indicating you're satisfied with the delivery.

### Returning Product after Delivery & Product Integrity Requirements

Refunds or credits for these items will be determined by the Operating Company.

All other returns are accepted for a limited amount of time as long as they meet the important requirements below:

- ✓ Refrigerated foods not classified as Time and Temperature Control for Safety: within 48 hours from delivery.
- ✓ Frozen, dry and foodservice supplies: Within 14 days from delivery.

#### Temperature:

- ✓ All refrigerated and frozen products shall be required to be stored at proper temperature to maintain food safety, product integrity and wholesomeness.
  - Frozen items: -18°C to -9°C (0 to 15°F)
  - Refrigerated items: 0°C to 4°C (32 to 40°F)

#### Packaging:

Products are returnable for full credit only when they are in the original package, free of markings or damage, must be stored within the required temperature range at all times, and within the specified return timeframe.

## STATE OF MAINE | SERVICE CONTRACT

## Additional Food Safety Guidelines

### Time and Temperature Control for Safety (TCS):

Product	Refrigerated	Frozen
Deli Meats and Deli Poultry (RTE)	X	
Deli Salads (RTE)	X	
Eggs Cooked and Hard Boiled (RTE)	X	
Eggs, Shell (fresh)	X	
Fruits, Salads & Vegetables (RTE cut/processed)	X	
Ground Beef (raw)		X
Ground Beef (fresh, raw)	X	
Ground Poultry (raw)		X
Ground Poultry (fresh, raw)	X	
Liquid Eggs (ready to use)	X	
MAP or VAC Packaging	X	X
Meat (raw)	X	
Milk (fluid), Ice cream mix	X	
Molluscan Shellfish both in shell and shucked (fresh, raw, not fully cooked)	X	
Molluscan Shellfish both in shell and shucked (raw, not fully cooked)		X
Pickles (refrigerated)	X	
Poultry (raw)	X	
Poultry and Meat (RTE)	X	
Seafood (raw)	X	
Seafood (RTE)	X	
Soft Cheese	X	
Sprouts (fresh)	X	

Note: Ready To Eat (RTE) = Ready to Serve (RTS)

These products may be eligible for credit after confirming with the Sysco Operating Company, but are not allowed back into inventory if picked up after delivery

#### Chemicals

- Please treat chemical returns with extra attention. Federal HZMAT and OSHA regulations prohibit the transport of open-container chemicals, or chemical products not in the original packaging. Open/damaged chemical products or not in original packaging are non-returnable.
- A Sysco representative must inspect all chemical returns for damage and/or leakage before a pick up and return order can be processed.

#### Will Call

- Product picked up at Will Call can only be refused/returned at time of pick up. These items are not returnable once they have been signed for and are out of Sysco's control.

#### Special Order (Non-Stock) Items

- Special order items are products that we do not stock that were ordered especially for you. Because they can't be resold, they are not returnable except when damaged or of inferior quality at the time of delivery.

#### Drop Shipments

- Drop shipments are sent directly to you from our suppliers. Contact your Sysco representative about any unacceptable items within 48 hours of delivery.

#### Standing Order

- Is a pre-arranged process and agreement to always ship a defined product and quantity on every order, repetitive.

#### Auto-Ship

- Is a pre-arranged process and one-time agreement (customer) to ship a defined product and quantity on a defined ship date.

#### Restocking

- Any exceptions to these return guidelines may result in denial of credit or may be subject to a 20% restocking fee





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111 E. Wacker Dr., Ste 2300,  
Chicago, IL 60601 USA  
www.merieuxnutrisciences.com

Q. inspections of Equipment, Facilities  
and Sanitation

Attachment 7

Auditor No: 226025

Certificate No: 15/6073

Mérieux NutriSciences Certification LLC (Registration No 226) certifies that, having conducted an audit

For the scope of activities: **Storage & Distribution of food and related supplies for  
foodservice operations**

Exclusions from scope: **None**

Product categories: **01 - Chilled and Frozen Food; 02 - Ambient Food;  
03 - Packaging and packing materials; 04 - Consumer Products**

At **Sysco Northern New England**

**BRC SITE CODE: 1798233**

**44 Thomas Dr, Westbrook, ME 04092 USA**

Has achieved Grade: **AA+**

Meets the requirements set out in the

**BRC GLOBAL STANDARD for STORAGE AND DISTRIBUTION**

**ISSUE 3: AUGUST 2016**

Audit Program: **UNANNOUNCED**

Date(s) of Audit: **31<sup>ST</sup> OCTOBER 2018**

Certificate issue date: **1<sup>ST</sup> DECEMBER 2018**

Re-audit due date: from **12<sup>TH</sup> FEBRUARY 2019** to **12<sup>TH</sup> NOVEMBER 2019**

Certificate expiry date: **24<sup>TH</sup> DECEMBER 2019**



*Martin R. Fowell*

**Martin Fowell**  
Certification Manager



Mérieux NutriSciences Certification LLC, 111 East Wacker Drive, Ste 2300, Chicago, IL 60601 USA

THIS CERTIFICATE REMAINS THE PROPERTY OF MÉRIEUX NUTRISCIENCES CERTIFICATION LLC  
AND MUST BE RETURNED UPON REQUEST

"If you would like to feedback comments on the BRC Global Standard or the audit process directly to BRC,  
please contact [enquiries@brcglobalstandards.com](mailto:enquiries@brcglobalstandards.com) or call the TELL BRC hotline +44 (0)20 7717 5959."

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