

MA 18P 20011000000000000097
MODIFICATION

State of Maine



Master Agreement

Effective Date: 02/01/20

Expiration Date: 01/31/24

Master Agreement Description: State of Maine Dairy Products Master Agreement

Buyer Information

| | | | |
|-----------------|--------------|------|---------------------------|
| Thomas Paquette | 207-624-7890 | ext. | Thomas.Paquette@Maine.gov |
|-----------------|--------------|------|---------------------------|

Issuer Information

| | | | |
|-----------------|--------------|------|---------------------------|
| Thomas Paquette | 207-624-7890 | ext. | Thomas.Paquette@Maine.gov |
|-----------------|--------------|------|---------------------------|

Requestor Information

| | | | |
|-----------------|--------------|------|---------------------------|
| Thomas Paquette | 207-624-7890 | ext. | Thomas.Paquette@Maine.gov |
|-----------------|--------------|------|---------------------------|

Agreement Reporting Categories

Reason For Modification: Renewal Extention February 1, 2023 through January 31, 2024

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

Brenda Fenderson
207-383-6669
Benda.Fenderson@sysco.com

Commodity Information

Vendor Line #: 1
Vendor Name: SYSCO FOOD SERV OF NORTHERN NEW ENGLAND
Commodity Line #: 1
Commodity Code: 38000
Commodity Description: State of Maine Dairy Products Master Agreement
Commodity Specifications:
Commodity Extended Description: State of Maine Dairy Products Master Agreement.
Per the attached Specifications, Terms and Conditions.

| | | |
|------------------------|----------------------------|--------------------------|
| Quantity | UOM | Unit Price |
| 0.00000 | | 0.000000 |
| Delivery Days | Free On Board | |
| 0 | | |
| Contract Amount | Service Start Date | Service End Date |
| 0.00 | 02/01/20 | 01/31/24 |
| Catalog Name | Discount | |
| | 0.0000 % | |
| | Discount Start Date | Discount End Date |

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:
David Morris 4/12/2023

Signature Date
David Morris, Deputy Chief Procurement Officer

Vendor

DocuSigned by:
kate stewart 4/11/2023

Signature Date

Print Representative Name and Title

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"/> | Rider A – Scope of Work and/or Specifications |
| <input checked="" type="checkbox"/> | Rider B – Terms and Conditions |
| <input type="checkbox"/> | Rider C - Exceptions |
| <input checked="" type="checkbox"/> | Bid Cover Page and Debarment Form |
| <input checked="" type="checkbox"/> | Debarment, Performance, and Non-Collusion Certification |
| <input checked="" type="checkbox"/> | Price sheet (attach excel spreadsheet to post on website) |
| <input checked="" type="checkbox"/> | Appendix D – Municipality Political Subdivision and School District Participation Certification |

RIDER A
Scope of Work and/or Specifications

State of Maine Dairy Products Master Agreement

MA 18P 20011000000000000097

Scope: Master Agreement (MA) for Dairy Products to be used by all State of Maine Facilities, Statewide. Vendor must be able to deliver to all requesting departments throughout the entire State of Maine.

Initial Contract Period: The contract will be for an initial period of three years, February 1, 2020 through January 31, 2023.

Contract Renewal: Following the initial three-year term of the contract, the Division may opt to renew the contract for **one** two-year renewal period, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

| Period | Start Date | End Date |
|-------------------------------|------------|-----------|
| Initial Period of Performance | 2/1/2020 | 1/31/2023 |
| Renewal Period #1 | 2/1/2023 | 1/31/2024 |

Item Descriptions: Complete product descriptions of the items are included on the attached Excel Spreadsheet.

Vendor 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: Brenda Fenderson, Bid & Contract Specialist

Email: Brenda.Fenderson@sysco.com

Telephone: 207-383-6669

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.

Prices: Bid prices are to be net including transportation charges fully pre-paid by the contractor FOB destination. Additional charges for transportation or delivery will not be allowed. Prices will be based on the weekly current market rate, configured through the commodity report from the prior week. The Key Commodity Report Weekly along with the Weekly Dairy Current Market Pricing Report will be sent by the supplier to the agency contacts. Note: This pricing structure will be monitored by both parties.

Should Sysco NNE and the State of Maine not come to an agreement on justifiable cost increases at any point over this initial 3-year term, both parties will agree to terminate this contract with written notice of 90 days and with no punitive or financial obligation to either party.

Additional Requirements:

- **Backorders** 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. Substituted item 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. Should any facility have requirements for dairy products during the term of the contract, the contractor may be asked to furnish and deliver additional dairy products in accordance with contract terms. Each facility will be allowed to purchase these items from other vendors if the price is more competitive.
- **Packaging and 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.
- **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.
- **Regulations:** All products and the handling of same shall comply with all applicable laws of the Federal Government and/or State of Maine, and regulation promulgated by the Maine Dept. of Agriculture.

Ordering Procedure: Using agencies will order on a regular schedule. MA number must appear on all invoices. Delivery orders (DO) will be created in AdvantageME for 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.

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.

It is the vendor's responsibility to contact each of the using Facilities to set up and confirm the ordering and delivery schedules. No deliveries will be accepted after 1:00pm.

Below are the current State of Maine Facilities utilizing the current contract, including the number of deliveries required per week and contact Information.

| Facility Information | Required Deliveries Per Week | Contact Information | |
|---------------------------------------------|------------------------------|------------------------------------------------------------------------------|----------|
| Dorothea Dix Psychiatric Ctr. | Two | Josiah Bourque | 941-4231 |
| 656 State St. Bangor, ME 04402-0926 | | Josiah.Bourque@maine.gov | |
| Riverview Psychiatric Center | Two or Three | Russell Peaslee | 624-4639 |
| 250 Arsenal St. Augusta, ME 04332 | | Russell.Peaslee@maine.gov | |
| Long Creek Youth Dev. Center | Two (Mon/Thurs) | Jeffrey LaCombe | 822-2685 |
| 675 Westbrook St. So. Portland, ME 04106 | | Jeffrey.W.LaCombe@maine.gov | |
| Maine Correctional Center | Two | Scott Brochu | 893-7047 |
| Mallison Falls Rd. Windham, ME 04062 | | Scott.Brochu@maine.gov | |
| Maine State Prison | One (Tues) | Steven French | 273-5300 |
| 807 Cushing Road Warren, ME 04864 | | Steven.French@maine.gov | |
| Mountain View Youth Dev. Center | Two (Tues/Fri) | Mark McBrine | 285-0709 |
| 1182 Dover Rd. Charleston, ME 04422 | | Mark.McBrine@maine.gov | |

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.

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. It is the vendor's responsibility to contact each of the using Facilities to set up and confirm the ordering and delivery schedules.

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

Procurement Card: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed.

Invoices: 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.

Quarterly Report: The Division of Procurement Services **requires a quarterly report of sales** be emailed to the Buyer 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 Product and Facility as well as the total dollar value of purchases made by all Facilities. Additional reporting may be requested throughout the contract period. Vendor is to supply reports as needed.

RIDER B
TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State 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 State 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.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. 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.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor 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 Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Appendix A

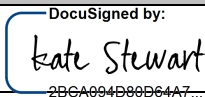
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

| | | |
|-------------------------------------------------------------------------------|-------------------|---------------------------------|
| Bidder's Organization Name: Sysco of Northern New England | | |
| Chief Executive - Name/Title: Jane Brett, President/CEO | | |
| 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 | | |
| | | |
| <i>(provide information requested below if different from above)</i> | | |
| Lead Point of Contact for Bid - Name/Title: Buddy Eastman – Account Executive | | |
| Tel: 207-871-0700 x 6782 | Fax: 207-828-2597 | E-mail: buddy.eastman@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. Finance/CFO |
| | |
| Authorized Signature:  <small>2BGA094D88DB64A7...</small> | Date: 01/20/23 |
| | |

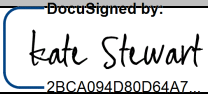
Debarment, Performance, and Non-Collusion Certification

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. Finance/CFO |
| | |
| Authorized Signature:  <small>DocuSigned by: Kate Stewart</small> <small>2BCA094D80D64A7...</small> | Date: 01/20/23 |

RIDER C
EXCEPTIONS

N/A

Appendix D

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

RFQ # 18P 1912160000000000184

State of Maine Dairy Products Master Agreement

The Division of Procurement Services 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: facility or location must be able to meet our company
minimum delivery of 20 cases

☐ No

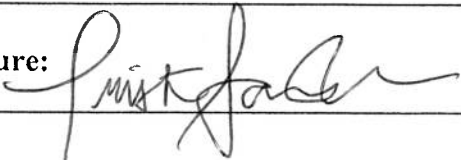
Name of Company:

Sysco Northern New England, Inc.

Address:

_36 Thomas Drive, Westbrook ME 04092

Signature:



Date: December 30, 2019

DAIRY 2023 ITEM MASTER LIST

| Description | Pack Size | Brand | Part Number |
|---------------------------------------------------------------|------------|---------|-------------|
| Cheese American 2% 120 Deli Slice White | 4/5 LB | BBRLCLS | 9035775 |
| Cheese American 160 Deli Slice White | 4/5 LB | BBRLCLS | 9035601 |
| Cheese Cheddar Yellow Shredded Mild Feather | 4/5LB | CASAIMP | 2819656 |
| Cheese Colby Stk | 168/1 OZ | LOL | 7816103 |
| Cheese Cottage Small Curd 1% | 2/5 LB | WHLFCLS | 5020169 |
| Cheese Cottage Small Curd 4% | 2/5 LB | WHLFCLS | 5020896 |
| Cheese Cottage VT Style | 6/5 LB | CABOT | 7772296 |
| Cheese Cubed Mixed Case Cheddar 5lb/Swiss 5lb/Pepper Jack 5lb | 3/5 LB | BBRLIMP | 1323939 |
| Cheese Mozzarella LMPS Shredded | 6/5 LB | AREZIMP | 9008335 |
| Cheese Mozzarella Pizza Blend | 4/5 LB | AREZIMP | 2331690 |
| Cheese Mozzarella String 1oz | 168/1OZ | AREZIMP | 4384214 |
| Cheese Parmesan Dry Grated 5lb | 2/5 LB | CASADAN | 6424966 |
| Cheese Parmesan Shredded 5lb | 2/5 LB | AREZIMP | 4188753 |
| Cheese Ricotta Deli | 6/3# | ARZCLSC | 2194199 |
| Cheese Swiss Slice .75oz | 8/1.5 LB | BBRLIMP | 3554569 |
| Cream Cheese Loaf | 10/3 LB | WHLFIMP | 1012566 |
| Cream Cheese Cup Light 1/2 Fat | 100/.75 OZ | WHLFCLS | 6259477 |
| Cream Half & Half Crtn Qt | 12/32 OZ | WHLFCLS | 4828554 |
| Cream Heavy Qt | 12/32 OZ | WHLFCLS | 6935464 |
| Creamer Half & Half Shelf Stable | 360/3/8 OZ | WHLFCLS | 8116055 |
| Drink Eggnog 1/2 Gal | 9/1/2 GAL | OAKHRST | 1625904 |
| Milk 1% 1/2 Gal | 9/1/2 GAL | OAKHRST | 2125979 |
| Milk 1% 5 Gal | 1/20 QT | OAKHRST | 2496048 |
| Milk 1% 8oz | 50/1/2 PT | OAKHRST | 1351683 |
| Milk 1% Gal | 4/1 GAL | OAKHRST | 5137948 |
| Milk 2% 1/2 Gal | 9/1/2 GAL | OAKHRST | 0435578 |
| Milk 2% Gal | 4/1 GAL | OAKHRST | 5488317 |
| Milk Buttermilk Qt | 16/1 QT | OAKHRST | 1354919 |
| Milk Choc Low Fat 5 Gal | 1/20 QT | OAKHRST | 3873288 |
| Milk Choc Low Fat 1/2 Gal | 9/1/2 GAL | OAKHRST | 0693283 |

DAIRY 2023 ITEM MASTER LIST

| Description | Pack Size | Brand | Part Number |
|---------------------------------------------------------|-----------|---------|-------------|
| Milk Choc Low Fat 8 oz | 50/8 OZ | OAKHRST | 1351766 |
| Milk Choc Prem Qt | 16/1 QT | OAKHRST | 7059563 |
| Milk Lactaid Qt | 12/32 OZ | HP HOOD | 6532840 |
| Milk Lactaid UHT 1/2pt ns | 20/4 OZ | HP HOOD | 4677589 |
| Milk Skim 1/2 Gal | 9/1/2 GAL | OAKHRST | 0690776 |
| Milk Skim 5 Gal | 1/20 QT | OAKHRST | 3873262 |
| Milk Skim 8 oz | 50/1/2 PT | OAKHRST | 1351659 |
| Milk Skim Gal | 4/1 GAL | OAKHRST | 0438572 |
| Milk Skim Qt | 16/1 QT | OAKHRST | 1354505 |
| Milk Whole Homogenized 8 oz | 50/1/2 PT | OAKHRST | 1351741 |
| Milk Whole Homogenized 1/2 Gal | 9/1/2 GAL | OAKHRST | 0434183 |
| Milk Whole Homogenized Gal | 4/1 GAL | OAKHRST | 5497128 |
| Sour Cream | 2/5 LB | OAKHRST | 5058039 |
| Sour Cream Cultrd Grade A | 2/5 LB | WHLFCLS | 5020193 |
| Sour Cream Pure Grade A 1oz Cup | 100/1 OZ | WHLFCLS | 5031836 |
| Yogurt Asst Rasp/Straw/Vanilla | 24/4 OZ | DANNON | 4333755 |
| Yogurt Fat Free Variety Pack 6oz | 12/6 OZ | STNYFLD | 8053555 |
| Yogurt Greek Blueberry 5.3 oz | 12/5.3 OZ | YOPLAIT | 2242743 |
| Yogurt Greek, Low Fat (Lite & Fit) 6 Straw/6 Blue 5.3oz | 12/5.3 OZ | DANNON | 1918535 |
| Yogurt Fat Free Plain | 12/5.3 OZ | CHOBANI | 2240376 |
| Yogurt Strawberry Nfat | 4/5 LB | UPSTATE | 5641002 |
| Yogurt Vanilla Low Fat 32 oz. | 6/32 OZ | YOPLAIT | 1507680 |

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