MA 18P 20011000000000000097 MODIFICATION

State of Maine



Master Agreement

Effective Date: 02/01/20

Expiration Date: 01/31/25

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 Extension February 1, 2024 through January 31, 2025

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 DocuSign Envelope ID: 7EF4D7FF-5644-4EBD-B6FA-1F7BAB72855B

Vendor Contact Information Brenda Fenderson 207-383-6669 ext. brenda.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	e Dairy Products Master Agreement				
Commodity Specifications:					
Commodity Extended Description: State of Maine Dairy Products Master Agreement. Per the attached Specifications, Terms and Conditions.					
Quantity 0.00000	UOM	Unit Price 0.000000			
Delivery Days 0	Free On Board				
Contract Amount 0.00	Service Start Date 02/01/20	Service End Date 01/31/25			
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:

1/29/2024

Signature5681F482...

avid Morris

Date

David Morris, Acting Chief Procurement Officer

Vendor Eate Stewart

24-Jan-2024

Signature

Date

Kate Stewart, Regional V.P. of Finance/C.F.O

RIDERS

	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
\boxtimes	Rider A – Scope of Work and/or Specifications
\boxtimes	Rider B – Terms and Conditions
	Rider C - Exceptions
\boxtimes	Bid Cover Page and Debarment Form – Appendix A from RFQ
	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
	Price sheet (attach excel spreadsheet to post on website)
	Other – Included at Department's Discretion

RIDER A Scope of Work and/or Specifications MA 200110*0097

Commodity: Dairy Products

Master Agreement Competitive Bid RFQ: 18P 19116*0184

Contract Period: Through January 31, 2025. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions.

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Brenda Fenderson Tel: 207-383-6669 Email: Brenda.fenderson@sysco.com

Prices: Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Using Departments: The primary using departments of this Master Agreement are: ALL.

Shipping Points: The items covered by this MA may be requested for and expect to be shipped to any State of Maine owned facility.

Current Delivery Locations & Frequency: The resulting Master Agreement will be utilized by all State of Maine departments and agencies requiring these products. Below are the facilities that are currently known to be users of these products and the frequency they require deliveries. The Facility, Location and Required Deliveries are subject to change. On implementation of the Master Agreement, vendor will be responsible for contacting the Facilities to confirm their delivery requirements and setting up a delivery schedule.

Facility Information

Required Deliveries <u>Per Week</u>

Dorothea Dix Psychiatric Ctr. Receiving Dept. 656 State St., Bangor, ME 04402-0926

Riverview Psychiatric Center 250 Arsenal St., Augusta, ME 04332

Downeast Correctional Facility 64 Base Road., Machiasport, ME 04655

Long Creek Youth Dev. Center 675 Westbrook St., So. Portland, ME

Maine State Prison 807 Cushing Road, Warren, ME 04864

Mountain View Youth Dev. Center 1182 Dover Rd., Charleston, ME 04422

Southern Maine Re-Entry Center 2 Layman Way, Alfred, ME 04002

Maine Veteran's Home - Bangor 44 Hogan Rd., Bangor, ME 04401

Maine Veteran's Home - Machias 32 Veteran's Way, Machias, ME 04654

Maine Veteran's Home - So. Paris 477 High St., So. Paris, ME 04281

Maine Veteran's Home - Augusta 310 Cony Rd, Augusta, ME 04330

Maine Veteran's Home - Scarborough 290 US Route 1, Scarborough, ME 04074

Franklin County Detention Center 121 County Way, Farmington, ME 04938

Hancock County Jail 50 State St., Ellsworth, ME 04605

Barron Center 1145 Brighton Ave, Portland, ME 04102

Other county, municipal and school districts may become authorized users of the master agreement.

Two

Three (7:00am-12:00pm) Monday/Wednesday/Friday

One

One

Two Monday/Thursday

One

One

Two, Tuesday/Friday Preferred

Two

One

Two

Two to Three

As Requested,

As Requested,

As Requested.

Specifications

Services: Sysco will provide 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. Sysco must have access to substantial inventories which allow for timely delivery of any size order, as specified by the requester.

Delivery: Sysco shall contact each facility prior to delivery, in order to assure proper delivery instructions. Each facility and account need 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.

Back orders: shall be kept to a minimum. If Sysco is aware that 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 Sysco.

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

Monitoring: The State shall monitor Sysco'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 or interest.

Quarterly Report: The Division of Procurement Services will require Sysco to submit a quarterly report of sales within 30 days of the end of each calendar quarter. It will be the responsibility of Sysco to produce a quarterly report. The quarterly report must contain the Description, Quantity, and Dollar Value of goods purchased, broken down by Department and Location, as well as the total dollar value of purchases made by all Departments. As part of this report, the Division of Procurement Services will also require Sysco to include data and information detailing food and food product sourcing, including any requested verification.

Performance Measures: Contract Administrator will reach out periodically to Facilities for feedback as to how Sysco is performing services as outlined in this contract.

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.

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
 - 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 of 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 or

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.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work If applicable
- d. Vender Agreement Included at Department's Discretion
- e. Other Included at Department's Discretion

RIDER C

EXCEPTIONS

NA

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 Norther New England				
Chief Executive - Name/Title: Kate Stewart, CFO				
Tel: 781-422-2473	Fax: 207-828-2597	E-mail:		
		Kathleen.Stewart@Sysco.com		
Headquarters Street Address: 36 Thomas Drive				
Headquarters City/State/Zip: We	stbrook, ME 04092			
(provide information requested below if different from above)				
(provide information requested be	elow if different from above)			
<i>(provide information requested be</i> Lead Point of Contact for Bid - N				
		E-mail:		
Lead Point of Contact for Bid - N	ame/Title: Buddy Eastman	E-mail: Buddy.Eastman@sysco.com		
Lead Point of Contact for Bid - N	ame/Title: Buddy Eastman Fax:207-828-2597			
Lead Point of Contact for Bid - N Tel: 207-650-5327	ame/Title: Buddy Eastman Fax:207-828-2597			
Lead Point of Contact for Bid - N Tel: 207-650-5327	ame/Title: Buddy Eastman Fax:207-828-2597			

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: CFO
Authorized Signature: Late Stewart	Date: 11-Jan-2024

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: CFO
Authorized Signature: Eate Stewart	Date: 11-Jan-2024

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

X 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

Part				Part
Number	Description	Pack Size	Brand	Number
9035775	Cheese American 2% 120 Deli Slice White	4/5 LB	BBRLCLS	9035775
9035601	Cheese American 160 Deli Slice White	4/5 LB	BBRLCLS	9035601
7256711	Cheese Cheddar Yellow Shredded Mild Feather (replacing 1829748)	4/5LB	GR LAKES	7256711
7816103	Cheese Colby Stk	168/1oz.	LOL	7816103
	Cheese Cottage Small Curd 1%	2/5 LB	WHLFCLS	5020169
5020896		2/5 LB	WHLFCLS	5020896
7772296		6/5 lb.	САВОТ	7772296
0248807	Cheese Cubed Mixed Case Cheddar 5lb/Swiss 5lb/Pepper Jack 5lb	3/5 LB	BBRLIMP	0248807
9008335	Cheese Mozzarella LMPS Shredded	6/5 LB	AREZIMP	9008335
2331690	Cheese Mozzarella Pizza Blend	4/5 lb.	AREZIMP	2331690
4384214	Cheese Mozzarella String 1oz	168/1OZ	AREZIMP	4384214
6424966	Cheese Parmesan Dry Grated 5lb	2/5 LB	CASADAN	6424966
4188753	Cheese Parmesan Shredded 5lb	2/5 LB	AREZIMP	4188753
7891290	Cheese Ricotta WMHM SEL (replacing 2194199)	6 / 3 LB	GALBANI	7891290
3554569	Cheese Swiss Slice .75oz	8/1.5 LB	BBRLIMP	3554569
1012566	Cream Cheese Loaf	10/3 LB	WHLFIMP	1012566
6259477	Cream Cheese Cup Light 1/2 Fat	100/.75 OZ	WHLFCLS	6259477
4828554	Cream Half & Half Crtn Qt	12/32 OZ	WHLFCLS	4828554
6935464	Cream Heavy Qt	12/32 OZ	WHLFCLS	6935464
7166386	Creamer Half & Half Shelf Stable (replacing 8116055)	384/9	WHLFCLS	7166386
1625904	Drink Eggnog 1/2 Gal	9/1/2GAL	OAKHRST	1625904
2125979	Milk 1% 1/2 Gal	9/1/2GAL	OAKHRST	2125979
2496048	Milk 1% 5 Gal	1/20 QT	OAKHRST	2496048
7262012	Milk 1% 8oz	50/1/2 PT	OAKHRST	7262012
5137948	Milk 1% Gal	4/1 GAL	OAKHRST	5137948
0435578	Milk 2% 1/2 Gal	9/1/2GAL	OAKHRST	0435578
5488317	Milk 2% Gal	4/1 GAL	OAKHRST	5488317
1354919	Milk Buttermilk Qt	16/1 QT	OAKHRST	1354919
3873288	Milk Choc Low Fat 5 Gal	1/20QT	OAKHRST	3873288
0693283	Milk Choc Low Fat 1/2 Gal	9/1/2GAL	OAKHRST	0693283
4851764	Milk Choc Low Fat 8 oz Replaced 5224405	50/8 oz	Trumoo	4851764
7059563	Milk Choc Prem Qt	16/1 QT	OAKHRST	7059563
6532840	Milk Lactaid Qt	12/32 OZ	HP HOOD	6532840
0690776	Milk Skim 1/2 Gal	9/1/2GAL	OAKHRST	0690776
3873262	Milk Skim 5 Gal	1/20QT	OAKHRST	3873262
7192820	Milk Skim 8 oz	24/8 oz	OAKHRST	7192820
0438572	Milk Skim Gal	4/1GAL	OAKHRST	0438572
1354505	Milk Skim Qt	16/1 QT	OAKHRST	1354505
71292668	Milk Whole Homogenized 8 ozESL Replaced 1351741	24/8 oz	OAKHRST	71292668
	Milk Whole Homogenized 1/2 Gal	9/1/2GAL	OAKHRST	0434183
5497128	Milk Whole Homogenized Gal	4/1GAL	OAKHRST	5497128
	Sour Cream Cultrd Grade A	2/5 LB	WHLFCLS	5020193
5031836	Sour Cream Pure Grade A 1oz Cup	100/1 OZ	WHLFCLS	5031836
4333755	Yogurt Asst Rasp/Straw/Vanilla	24/4 OZ	DANNON	4333755
8053555	Yogurt Fat Free Variety Pack 6oz	12/6 OZ	STNYFLD	8053555
2242743	Yogurt Greek Blueberry 5.3 oz	12/5.30Z	YOPLAIT	2242743
1918535	Yogurt Greek, Low Fat (Lite & Fit) 6 Straw/6 Blue 5.3oz	12/5.30Z	DANNON	1918535
2240376	Yogurt Fat Free Plain	12/5.30Z	CHOBANI	2240376
5641002	Yogurt Strawberry Nfat	4/5 lb.	UPSTATE	5641002
	Yogurt Vanilla Low Fat 32 oz.	6/32 oz.	YOPLAIT	1507680
4360901	WHLFCLS Yogurt Plain Greek Non-Fat (not contract)	6/2 lb	WHLCLS	4360901
7280365	Upstate Yogurt Vanilla Nonfat (not contract)	4/5 LB	UPSTATE	7280365