

MA 18P 23062200000000000186  
NEW

## State of Maine



## Master Agreement

**Effective Date:** 07/01/23

**Expiration Date:** 06/30/28

**Master Agreement Description:** State of Maine Master Agreement for Bread Products.

### 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

### Authorized Departments

ALL

## Vendor Information

**Vendor Line #:** 1

### Vendor ID

VS0000022091

### Vendor Name

Lepage Bakeries Park St LLC

### Alias/DBA

### Vendor Address Information

P.O. Box 1900

Auburn, ME 04210

US

### Vendor Contact Information

Sumner Blatt  
207-245-2655 ext.  
sumner.blatt@flocorp.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** Lepage Bakeries Park St LLC

**Commodity Line #:** 1

**Commodity Code:** 37515

**Commodity Description:** State of Maine Master Agreement for Bread Products

**Commodity Specifications:**

**Commodity Extended Description:** State of Maine Master Agreement for Bread Products. For Delivery Statewide to all State of Maine Correctional Facilities, Psychiatric Centers, Maine Veteran Homes, and County Jails. Complete Specifications are attached and made part of this Master Agreement.

|                        |                            |                          |
|------------------------|----------------------------|--------------------------|
| <b>Quantity</b>        | <b>UOM</b>                 | <b>Unit Price</b>        |
| 0.00000                |                            | 0.000000                 |
| <b>Delivery Days</b>   | <b>Free On Board</b>       |                          |
|                        | FOB Dest, Freight Prepaid  |                          |
| <b>Contract Amount</b> | <b>Service Start Date</b>  | <b>Service End Date</b>  |
| 0.00                   | 07/01/23                   | 06/30/28                 |
| <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:  
*David Morris* 6/28/2023  
-----  
Signature Date

David Morris, Deputy Chief Procurement Officer

Vendor - Lepage Bakeries Park St LLC

DocuSigned by:  
*Sumner Blatt* 6/28/2023  
-----  
Signature Date

Sumner Blatt, Controller

-----  
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 – Appendix A from RFQ  |
| <input checked="" type="checkbox"/> | Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ                 |
| <input checked="" type="checkbox"/> | Price sheet (attach excel spreadsheet to post on website)  |
| <input type="checkbox"/>            | Other – Included at Department's Discretion  |

**RIDER A**  
**Scope of Work and/or Specifications**  
**MA 230622-0186**

**Commodity:** Bread and bread type items.

**Contract Period:** One year beginning July 1, 2023, and ending June 30, 2028, with three (4) possible one (1) year extensions.

**Contract Renewal:** Following the initial term of the contract, the Division may opt to renew the contract for **four (4)** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the contract is defined as follows:

| Period                        | Start Date | End Date  |
|-------------------------------|------------|-----------|
| Initial Period of Performance | 7/1/2023   | 6/30/2024 |
| Optional Extension Period #1  | 7/1/2024   | 6/30/2025 |
| Optional Extension Period #2  | 7/1/2025   | 6/30/2026 |
| Optional Extension Period #3  | 7/1/2026   | 6/30/2027 |
| Optional Extension Period #4  | 7/1/2027   | 6/30/2028 |

**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:** Sumner Blatt

**Tel:** 207-245-2655

**Email:** [sumner.blatt@flocorp.com](mailto:sumner.blatt@flocorp.com)

**Prices:** Prices bid are to be net (per lb., loaf, doz., or pkg.) including transportation charges fully pre-paid by the Vendor FOB Destination with NO minimum orders. Prices are to remain firm for the duration of the contract.

If items are not delivered as instructed above, the order will be declined and sent back on the delivery truck. Agency/Facility will then have the option to purchase off-contract and the contracting vendor will be responsible to pay the difference in price between the contract price and the amount the Agency must pay to obtain the product.

**Quantities:** The contract will cover the actual quantities ordered by all agencies 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 State of Maine Correctional Facilities, Psychiatric Centers, Maine Veteran Homes, and County Jails. Complete Specifications are attached and made part of this Master Agreement.

**Shipping Points and Frequency:**

The resulting Mater 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.

| <b><u>Facility Information</u></b>  | <b><u>Required Deliveries</u></b> |
|---|-----------------------------------|
|   | <b><u>Per Week</u></b>            |
| <b>Dorothea Dix Psychiatric Ctr.</b><br>Receiving Dept.<br>656 State St., Bangor, ME 04402-0926 | Two                               |
| <b>Riverview Psychiatric Center</b><br>250 Arsenal St., Augusta, ME 04332                       | Two                               |
| <b>Long Creek Youth Dev. Center</b><br>675 Westbrook St., So. Portland, ME                      | One                               |
| <b>Maine Correctional Center</b><br>Mallison Falls Rd., Windham, ME<br>04062                    | One                               |
| <b>Maine State Prison</b><br>807 Cushing Road, Warren, ME 04864                                 | Two<br>Monday/Thursday            |
| <b>Mountain View Youth Dev. Center</b><br>1182 Dover Rd., Charleston, ME<br>04422               | One                               |
| <b>Southern Maine Re-Entry Center</b><br>2 Layman Way, Alfred, ME 04002                         | One                               |

The following facilities will be authorized users and **may** elect to utilize this Master Agreement in part or, as it meets their needs. The final determination will be based on the pricing, contracted products and whether vendor can deliver as frequent as each facility requires.

| <b><u>Facility Information</u></b>   | <b><u>Required Deliveries<br/>Per Week</u></b> |
|--|--|
| <b>Maine Veteran's Home - Bangor</b><br>44 Hogan Rd., Bangor, ME 04401             | Two, Tuesday/Friday<br>Preferred               |
| <b>Maine Veteran's Home - Machias</b><br>32 Veteran's Way, Machias, ME 04654       | Two  |
| <b>Maine Veteran's Home - So. Paris</b><br>477 High St., So. Paris, ME 04281       | One  |
| <b>Maine Veteran's Home - Augusta</b><br>310 Cony Rd, Augusta, ME 04330            | Two  |
| <b>Maine Veteran's Home - Scarborough</b><br>290 US Route 1, Scarborough, ME 04074 | Two to Three                                   |
| <b>Franklin County Detention Center</b><br>121 County Way, Farmington, ME 04938    | As Requested                                   |
| <b>Hancock County Jail</b><br>50 State St., Ellsworth, ME 04605                    | As Requested                                   |
| <b>Barron Center</b><br>1145 Brighton Ave, Portland, ME 04102                      | As Requested                                   |

Other county, municipal and school districts may become authorized users of the master agreement. (See Appendix D)

**Delivery:** The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

**Quarterly Report:** The Division of Procurement Services will require the awarded vendor to submit 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 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 the awarded vendor to include data and information detailing product/ingredients sourcing.

## **SPECIFICATIONS/REQUIREMENTS:**

1. All Bakery products shall be prepared from first quality materials and produced under absolute sanitary conditions, including premises and employees.
2. Products shall have a minimum of seven (7) days of shelf life at the time of delivery. Products should be from the latest production run.
3. Products shall be adequately dated and marked to identify the contents. The date indicated on the product packages shall be the pull date or last sale date for the product.
4. Containers shall be marked with the name of the product and the bake day code.
5. Fresh bakery products are preferred however proposals will be reviewed for bakery products which have been frozen at the time of production. All items that are bid as frozen must have that indicated in the Additional Bid Information on the Bid Price Sheet (none mentioned in submitted bid). Frozen products with expired use-by dates or day-old products will not be acceptable.
6. The contractor shall provide all products and processing to comply with all Federal, State of Maine and local regulations.
7. Unless requested, commercial packaging shall be acceptable.
8. Upon request, the contractor shall provide nutritional content and ingredients of all products furnished under the resulting Master Agreement.
9. All deliveries will be inspected by facility personnel at the time of delivery. All deliveries must have delivery slips and/or invoices and must be signed by facility personnel. Unsigned delivery slips and/or invoices will not be processed for payment. Products that are considered unacceptable or do not include delivery slips will be refused. Delivery drivers shall adjust delivery slips and/or invoices for damaged merchandise, incorrect products and/or price discrepancies at the time of delivery. If upon further inspection after the delivery driver has departed, delivered products discovered to be unacceptable shall be picked up on the next scheduled delivery date and a credit slip/invoice will be issued at that time.
10. All cartons, carriers and racks used to transport products from the Contractor plant to the end user shall be always clean and sanitary. Deliveries will be refused if they are not.
11. Back orders shall be kept to a minimum. If the contractor is aware a back order will occur, they must contact the Food Manager for the facility prior to the scheduled delivery date. If an item is repeatedly out of stock and the facility is



forced to utilize other vendors, the cost differential may be charged back to the contractor.

12. 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.
13. Bread items not listed in the contract will be quoted by the contractor as the need arises. Each facility will be allowed to purchase these items from other vendors if the price is more competitive.
14. The exact usage for this Master Agreement is unknown. Vendor must fill all orders regardless of size during the contracted period.
15. All prices must be FOB Destination.

## **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 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 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.

**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

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

## 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: Lepage Bakeries Park St. LLC              |                   |                                   |
| Chief Executive - Name/Title: Sumner Blatt / Controller               |                   |                                   |
| Tel: 207-245-2655   | Fax: 207-783-3300 | E-mail: Sumner.Blatt@flocorp.com  |
| Headquarters Street Address: 415 Lisbon Street                        |                   |                                   |
| Headquarters City/State/Zip: Lewiston Maine 04240                     |                   |                                   |
| <i>(Provide information requested below if different from above)</i>  |                   |                                   |
| Lead Point of Contact for Bid - Name/Title: Scott Russell / Market VP |                   |                                   |
| Tel: 207-423-7032   | Fax: 207-783-3300 | E-mail: Scott.Russell@flocorp.com |
| Street Address: 415 Lisbon Street                                     |                   |                                   |
| City/State/Zip: Lewiston Maine 04240                                  |                   |                                   |

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: Sumner Blatt  | Title: Controller |
| Authorized Signature:  | Date: 6/15/2023   |




### 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 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: Sumner Blatt  | Title: Controller |
| Authorized Signature:  | Date: 6/15/2023   |

**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 2304260000000000256**

**State of Maine Master Agreement for Bread Products**

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:

No

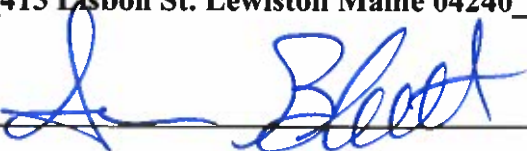
**Name of Company:**

\_\_\_\_\_ **Lepage Bakeries Park St. LLC**

**Address:**

\_\_\_\_\_ **415 Lisbon St. Lewiston Maine 04240** \_\_\_\_\_

**Signature:**

\_\_\_\_\_  \_\_\_\_\_

**Date:**

\_\_\_\_\_ **6/15/2023** \_\_\_\_\_

**Bread - Master Agreement - Statewide Usage****RFQ # 18P 2304260000000000256****Pricing Spreadsheet**

| <b>Company:</b>   | <b>Lepage Bakeries</b>   |                 |                      |                     |
|-------------------|--|-----------------|----------------------|---------------------|
| <b>Contact:</b>   | <b>Scott Russell</b>   |                 |                      |                     |
| <b>Telephone:</b> | <b>207-423-7032</b>  |                 |                      |                     |
| <b>Email:</b>     | <a href="mailto:scott.russell@flocorp.com">scott.russell@flocorp.com</a> |                 |                      |                     |
|                   |  |                 |                      |                     |
| <b>Number</b>     | <b>DESCRIPTION</b>   | <b>PKG Size</b> | <b>VENDOR Item #</b> | <b>COST Per PKG</b> |
| 1                 | Bagel, Plain, 22 oz., 6/pkg  | 22 oz. 6 ct.    | 94718000             | \$2.46              |
| 2                 | Bread, Canadian White, 22 oz., Loaf, Sliced                              | 22 oz. 16 slice | 17081500             | \$2.47              |
| 3                 | Bread, Cinnamon Swirl, SunMaid, 16 oz., Loaf, Sliced                     | 16 oz. 14 slice | 66121772             | \$2.47              |
| 4                 | Bread, Country White, 22 oz., Loaf, Sliced                               | 22 oz 15 slice  | 10259710             | \$2.59              |
| 5                 | Bread, Raisin, 16 oz., Loaf, Sliced                                      | 16 oz. 16 slice | 93815990             | \$2.50              |
| 6                 | Bread, White, 22 oz., Loaf, Sliced                                       | 22 oz. 24 slice | 17081470             | \$1.92              |
| 7                 | Bread, White, Round Top, 20 oz., Loaf, Sliced                            | 20 oz. 20 slice | 61110168             | \$1.92              |
| 8                 | Bread, White, Split Top, 20 oz., Loaf, Sliced                            | 20 oz. 20 slice | 10215203             | \$1.86              |
| 9                 | Bread, White, Texas Toast, 20 oz., Loaf, Sliced                          | 20 oz. 14 slice | 17040070             | \$1.78              |
| 10                | Bread, White, Whole Grain, 20 oz., Loaf, Sliced                          | 20 oz. 24 slice | 13711620             | \$2.10              |
| 11                | Bread, Whole Wheat, 100% Stoneground, 24 oz., Loaf, Sliced               | 24 oz. 16 slice | 17081680             | \$2.59              |
| 12                | Bread, Whole Wheat, 20 oz., Loaf Sliced                                  | 20 oz. 20 slice | 10215269             | \$1.92              |
| 13                | Donuts, Plain, Individually Wrapped, 12 oz., 6/pkg.                      | 12 oz. 6 ct.    | 17081580             | \$2.40              |
| 14                | Donuts, Variety, Individually Wrapped, 12 oz., 6/pkg.                    | 12 oz. 6 ct.    | 17083990             | \$2.40              |
| 15                | English Muffins, White, 12 oz, 6/pkg                                     | 12 oz. 6 ct.    | 94719490             | \$1.26              |
| 16                | English Muffins, White, 24 oz., 12/pkg.                                  | 24 oz. 12 ct.   | 94781700             | \$1.52              |
| 17                | Rolls, Bulkie, 12 oz., 6/pkg.  | 12 oz. 6 ct.    | 84184200             | \$1.60              |
| 18                | Rolls, Frankfort, White, 18 oz., 12./pkg.                                | 18 oz. 12 ct.   | 17083790             | \$1.71              |
| 19                | Rolls, Hamburg, Whole Grain, 8/pkg.                                      | 15 oz. 8 ct.    | 10222673             | \$1.50              |
| 20                | Rolls, Hamburg, White, 12/pkg.   | 21.5 oz. 12 ct. | 17026300             | \$1.71              |
| 21                | Rolls, Sub, 6", 15 oz., 6/pkg.   | 15 oz. 6 ct.    | 84120990             | \$1.75              |