

MA 18P 23120700000000000061
MODIFICATION

State of Maine



Master Agreement

Effective Date: 03/01/24

Expiration Date: 02/28/29

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

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: Add Training for Serve Safe Certification

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000088491

Vendor Name

SYSKO 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 ext.
brenda.fenderson@sysco.com

Payment Discount Terms

Discount 1:	0.0000%	10	Days
Discount 2:	0.0000%	20	Days
		0	Days
		0	Days

Commodity Information

Vendor Line #: 1

Vendor Name: SYSCO FOOD SERV OF NORTHERN NEW ENGLAND

Commodity Line #: 1

Commodity Code: 39300

Commodity Description: Prime Food Vendor Services - Statewide

Commodity Specifications:

Commodity Extended Description: Prime Food Vendor Services-Statewide

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00	03/01/24	02/28/29
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

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 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 231207*0061

Commodity: Food, Prime Food Vendor Services - Statewide

Master Agreement Competitive Bid RFQ:

Contract Period: Through February 28, 2029. The State of Maine with Sysco's approval can opt to issue up to two (2) one (1) year extensions.

Vendor Contact Person: Sysco's 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 to Sysco's contact person. Sysco's contact person for this MA is:

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

Prices: Prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

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

Size of Order	Mark-up %
\$0 - \$999	6.00%
\$1,000 - \$1,999	6.00%
\$2,000 - \$2,999	6.00%
\$3,000 – Over	6.00%

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. List specific delivery points if designated in RFQ 2300808*0029.

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.

<u>Facility Information</u>	<u>Required Deliveries Per Week</u>
Dorothea Dix Psychiatric Ctr. Receiving Dept. 656 State St., Bangor, ME 04402-0926	Two
Riverview Psychiatric Center 250 Arsenal St., Augusta, ME 04332	Three (7:00am-12:00pm) Monday/Wednesday/Friday
Downeast Correctional Facility 64 Base Road., Machiasport, ME 04655	One
Long Creek Youth Dev. Center 675 Westbrook St., So. Portland, ME	One
Maine State Prison 807 Cushing Road, Warren, ME 04864	Two Monday/Thursday
Mountain View Youth Dev. Center 1182 Dover Rd., Charleston, ME 04422	One
Southern Maine Re-Entry Center 2 Layman Way, Alfred, ME 04002	One
Maine Veteran's Home - Bangor 44 Hogan Rd., Bangor, ME 04401	Two, Tuesday/Friday Preferred
Maine Veteran's Home - Machias 32 Veteran's Way, Machias, ME 04654	Two
Maine Veteran's Home - So. Paris 477 High St., So. Paris, ME 04281	One
Maine Veteran's Home - Augusta 310 Cony Rd, Augusta, ME 04330	Two
Maine Veteran's Home - Scarborough	Two to Three

290 US Route 1, Scarborough, ME 04074

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

As Requested,

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

As Requested,

Barron Center
1145 Brighton Ave, Portland, ME 04102

As Requested.

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

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.

Opportunity Purchases (Buys): The vendor will seek out special opportunity purchases at a cost savings for items not regularly stocked.

Off Contract Purchasing: If items can be located from other vendors at a 20% or more cost savings the State reserves the right to purchase off contract.

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.

Quality: All frozen foods must be Grade A or equivalent product and must be current year pack. Frozen goods delivered that do not meet grade and quality will be rejected, deemed unacceptable, and will be returned at the Sysco's expense. No perishable foods should be delivered with less than a seven-day window of usage. Fresh produce must be free from spoilage and infestation. Canned food must be free from damage. All products shall be packed, labeled, and conform in every respect to the provisions of the Federal, Food, Drug and Cosmetic Act, and the regulations promulgated thereunder. Shipping Containers (case markings) shall be marked with the name of the product, brand, quantity, and size of pack as stated on Order, and the name of the shipper and vendor.

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.

Meetings Space: Sysco will offer a meeting space for **quarterly meetings** between the State Facilities and Sysco to discuss the service being provided, future plans, and business opportunities and market trends.

Site Visits: Sysco must visit each facility at least twice per year or more frequent as requested.

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

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

1. Sysco agrees to pay for up to 40 people per contract year (23-month contract period) for Serve Safe Certification. This training will take place at Sysco and will be of no cost to the State of Maine. The 40 Serv Safe Certifications per contract year will not roll over to subsequent contract years. The first contract period (5 years) will be as follows:
 - Year 1 – 3/01/2024 – 02/28/2025 (12 months) up to 40 Serve Safe Certifications
 - Year 2 – 3/01/2025 – 02/28/2026 (12 months) up to 40 Serve Safe Certifications
 - Year 3 – 3/01/2026 – 02/28/2027 (12 months) up to 40 Serve Safe Certifications
 - Year 4 – 3/01/2027 – 02/29/2028 (12 months) up to 40 Serve Safe Certifications
 - Year 5 – 3/01/2027 – 02/28/2029 (12 months) up to 40 Serve Safe Certifications

1. Sysco Inservice Training is available for all customers at no cost and can be done at Sysco or onsite.

2. Keys Inservice Solutions: A convenient and cost-effective means of training foodservice employees in various topics – including food safety, work safety, diet and nutrition education, service skills, and budgeting. Each program is a complete kit, offering audiovisual presentations and other materials to guide instructors in delivering and documenting effective monthly in-services.

3. Education Interface: (fee-based learning platform, additional cost) An online training library of health, safety, foodservice, customer service, and professional development courses. The interface is designed to improve employee training compliance and allows employers to manage, track, and assess student progress.

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 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

STATE OF MAINE | SERVICE CONTRACT

INFORMATIONAL MATERIAL

B. Training

Attachment 1

Sysco Northern New England
Inservice Training **Options**



STATE OF MAINE | SERVICE CONTRACT

Inservice Training Options

Educational Posters

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

Food Code 2013

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

Master Forms

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

Food Safety Inservices

Facilities, Cleaning and Sanitizing, Pest Mgmt

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

Food Allergen Awareness Training

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

Implementing HACCP

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



STATE OF MAINE | SERVICE CONTRACT

B. Training
Attachment 2

KEYS Training Solutions



Foodservice Employee Training Programs



Knowledgeable Employees Yield Success

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

Food and Work Safety Programs

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

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

Customer Service

Cooking Methods

Nutrition and Diet Education Programs

- Keeping it Gluten-Free
- Healthy Diet

Complimentary Materials

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

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

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03/17/11

STATE OF MAINE | SERVICE CONTRACT

B. Training

Attachment 3
Education Interface



Web-based Learning Libraries



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

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

Dietary Training Advantage

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

Nursing & CNA Training

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

Health and Safety Compliance

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

Customer Service Training

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

First Aid Training

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

Safety Training

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

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

Contact your Sysco Account Executive for More Information

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Attachment 9

Customer Credits & Returns



How this policy helps our customer



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

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

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

Benefits of our Product Return & Credit Policy:

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

At Time of Delivery

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

Returning Product after Delivery & Product Integrity Requirements

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

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

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

Temperature:

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

Packaging:

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

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Additional Food Safety Guidelines

Time and Temperature Control for Safety (TCS):

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

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

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

Chemicals

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

Will Call

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

Special Order (Non-Stock) Items

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

Drop Shipments

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

Standing Order

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

Auto-Ship

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

Restocking

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



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

Q. inspections of Equipment, Facilities
and Sanitation

Attachment 7

Auditor No: 226025

Certificate No: 15/6073

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

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

Exclusions from scope: **None**

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

At **Sysco Northern New England**

BRC SITE CODE: 1798233

44 Thomas Dr, Westbrook, ME 04092 USA

Has achieved Grade: **AA+**

Meets the requirements set out in the

BRC GLOBAL STANDARD for STORAGE AND DISTRIBUTION

ISSUE 3: AUGUST 2016

Audit Program: **UNANNOUNCED**

Date(s) of Audit: **31ST OCTOBER 2018**

Certificate issue date: **1ST DECEMBER 2018**

Re-audit due date: from **12TH FEBRUARY 2019** to **12TH NOVEMBER 2019**

Certificate expiry date: **24TH DECEMBER 2019**



Martin Fowell
Certification Manager



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

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

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

Visit the BRC Directory www.brcdirectory.com to validate the authenticity of this certificate