

MA 18P 20011000000000000097  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 02/01/20

**Expiration Date:** 03/31/25

**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:** Extension two (2) months Expires March 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

**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 Dairy Products Master Agreement

**Commodity Specifications:**

**Commodity Extended Description:** State of Maine Dairy Products Master Agreement.  
Per the attached Specifications, Terms and Conditions.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	02/01/20	01/31/25
<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* 1/7/2025  
Signature \_\_\_\_\_ Date

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:  
*Kate Stewart* 1/7/2025  
Signature \_\_\_\_\_ Date

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

**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 200110\*0097**

**Commodity:** Dairy Products

**Master Agreement Competitive Bid RFQ:** 18P 19116\*0184

**Contract Period: Extension** through March 31, 2025.

**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](mailto: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.

<b><u>Facility Information</u></b>	<b><u>Required Deliveries Per Week</u></b>
<b>Dorothea Dix Psychiatric Ctr.</b> Receiving Dept. 656 State St., Bangor, ME 04402-0926	Two
<b>Riverview Psychiatric Center</b> 250 Arsenal St., Augusta, ME 04332	Three (7:00am-12:00pm) Monday/Wednesday/Friday
<b>Downeast Correctional Facility</b> 64 Base Road., Machiasport, ME 04655	One
<b>Long Creek Youth Dev. Center</b> 675 Westbrook St., So. Portland, ME	One
<b>Maine State Prison</b> 807 Cushing Road, Warren, ME 04864	Two Monday/Thursday
<b>Mountain View Youth Dev. Center</b> 1182 Dover Rd., Charleston, ME 04422	One
<b>Southern Maine Re-Entry Center</b> 2 Layman Way, Alfred, ME 04002	One
<b>Maine Veteran's Home - Bangor</b> 44 Hogan Rd., Bangor, ME 04401	Two, Tuesday/Friday Preferred
<b>Maine Veteran's Home - Machias</b> 32 Veteran's Way, Machias, ME 04654	Two
<b>Maine Veteran's Home - So. Paris</b> 477 High St., So. Paris, ME 04281	One
<b>Maine Veteran's Home - Augusta</b> 310 Cony Rd, Augusta, ME 04330	Two
<b>Maine Veteran's Home - Scarborough</b> 290 US Route 1, Scarborough, ME 04074	Two to Three
<b>Franklin County Detention Center</b> 121 County Way, Farmington, ME 04938	As Requested,
<b>Hancock County Jail</b> 50 State St., Ellsworth, ME 04605	As Requested,
<b>Barron Center</b> 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.

**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.



## STATE OF MAINE

### GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

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 “OSPS” shall refer to the State of Maine Office of State Procurement Services.
  - e. The term “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” 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 Provider.
  
2. **WARRANTY. The Provider 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 OSPS, 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 Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider 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. OSPS shall give written notice of observed defects with reasonable promptness.

3. **TAXES.** Provider 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. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS 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 OSPS.

## STATE OF MAINE | GENERAL TERMS &amp; CONDITIONS

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 Provider's deliveries fail to meet such schedule, OSPS, 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 Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider 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 OSPSO'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 Provider 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 OSPS. If the Provider'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 Provider 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 Provider to meet the required delivery schedule.
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
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. OSPS, 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 Provider's expense. OSPS 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 Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider'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 OSPS.

## STATE OF MAINE | GENERAL TERMS &amp; CONDITIONS

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 any errors or 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 OSPS.
9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider 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.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
  - b. If Provider fails to deliver specified materials or services, or
  - c. If Provider fails to perform any of the provisions of this Agreement, or
  - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
  - e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account 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 OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

- 12. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 13. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 14. DISPUTES.** OSPS 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. OSPS 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 Provider.
- 15. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- 17. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**STATE OF MAINE | GENERAL TERMS & CONDITIONS**

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**18. 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.

**19. 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

**20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

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: Westbrook, ME 04092		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Buddy Eastman		
Tel: 207-650-5327	Fax: 207-828-2597	E-mail: Buddy.Eastman@sysco.com
Street Address: 36 Thomas Drive		
City/State/Zip: Westbrook, ME04092		

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: <i>kate Stewart</i>	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: <i>Kate Stewart</i>	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

Yes, with conditions as follows: facility or location must be able to meet our company minimum delivery of 20 cases

No

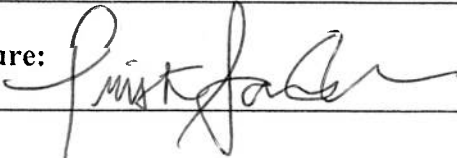
Name of Company:

Sysco Northern New England, Inc.

Address:

36 Thomas Drive, Westbrook ME 04092

Signature:



Date: December 30, 2019

Part Number	Description	Pack Size	Brand	Part 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
5020169	Cheese Cottage Small Curd 1%	2/5 LB	WHLFCLS	5020169
5020896	Cheese Cottage Small Curd 4%	2/5 LB	WHLFCLS	5020896
7772296	Cheese Cottage VT Style	6/5 lb.	CABOT	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	168/10Z	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
0434183	Milk Whole Homogenized 1/2 Gal	9/1/2GAL	OAKHRST	0434183
5497128	Milk Whole Homogenized Gal	4/1GAL	OAKHRST	5497128
5020193	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	12/5.3OZ	YOPLAIT	2242743
1918535	Yogurt Greek, Low Fat (Lite & Fit) 6 Straw/6 Blue 5.3oz	12/5.3OZ	DANNON	1918535
2240376	Yogurt Fat Free Plain	12/5.3OZ	CHOBANI	2240376
5641002	Yogurt Strawberry Nfat	4/5 lb.	UPSTATE	5641002
1507680	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