

MA 18P 25010800000000000069
NEW

State of Maine

1/8/25



Master Agreement

Effective Date: 01/20/25

Expiration Date: 01/19/26

Master Agreement Description: Beverage Based Products

Buyer Information

Justin Franzose

207-624-7337 ext.

justin.franzose@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

VC1000008318

Vendor Name

BERNARD FOOD INDUSTRIES INC

Alias/DBA

Vendor Address Information

PO BOX 1497

EVANSTON, IL 60204-1497

US

Vendor Contact Information

DENISE LANGLOIS
800-323-3663 ext.

Commodity Information

Vendor Line #: 1
Vendor Name: BERNARD FOOD INDUSTRIES INC
Commodity Line #: 1
Commodity Code: 39333
Commodity Description: Beverage Based Products
Commodity Specifications:
Commodity Extended Description:

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	01/20/25	01/19/26
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date
	01/20/25	01/19/26

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by: 1/15/2025
David Morris _____
Signature Date

David Morris, Acting Chief Procurement Officer

Vendor

Steven Bernard _____
Signature Date

Steven Bernard, President/CEO

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 250108-0069

Commodity: Beverage Based Products

Contract Period: Through January 19, 2026. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions.

Vendor Contact Person: The Bernard Food Industries 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 Bernard Food Industries contact person for this MA is:

Name: Bob Soccol **Tel:** 973-477-5796 **Email:** bobbernardfood@hotmail.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).

Non-Contract Items: Bernard Food Industries may be asked to supply other items within product class at contract prices. The State of Maine reserves the right to purchase these items from other vendors if it is in the best interest of the State.

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.

Delivery: Delivery and Service locations are to include all State agencies throughout the entire State of Maine with no geographical restrictions. Prior to product shipment to State Agencies, Bernard Food Industries MUST inspect all merchandise thoroughly. Inspection will not release Bernard Food Industries of the responsibility for faulty workmanship or damage during shipment, and any faulty or damaged item or component part will be repaired or replaced by Bernard Food Industries. Bernard Food Industries will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with best commercial practice.

RIDER B
GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

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.

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 OSPS'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.

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 agreement, 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.

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
OFFICE OF STATE PROCUREMENT SERVICES**

MA# 18P 250108*0069

Beverage Based Products


BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Bernard Food Industries, Inc		
Chief Executive - Name/Title: Steven Bernard President/CEO		
Tel: 800-323-3663	Cell:	E-mail: sbernard@bernardfoods.com
Headquarters Street Address:		
P.O. Box 1497		
Headquarters City/State/Zip:		
Evanston, IL 60204-1497		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Ron Lynn Bid Administrator		
Tel: 800-232-3663	Cell:	E-mail: ron@bernardfoods.com
Street Address:		
P.O. Box 1497		
City/State/Zip:		
Evanston, IL 60204-1497		

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: Steven Bernard	Title: President/CEO
-------------------------	-------------------------

Authorized Signature: 	Date: 1/9/2025
---	----------------

Appendix D

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES OFFICE OF STATE PROCUREMENT SERVICES

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

MA # 18P 250108*0069

Beverage Based Products

The Office of State 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.

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups, and they will be liable for all payments.

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: Bernard Food Industries, Inc

Address: P.O. Box 1497 Evanston, IL 60204-1497

Signature: 

Printed Name: Steven Bernard

Date: 1/9/2025

Appendix E

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES OFFICE OF STATE PROCUREMENT SERVICES

MASTER AGREEMENT CONTRACT DOCUMENT VENDOR CONTACT INFORMATION and MASTER AGREEMENT CONTACT DOCUMENT VENDOR SIGNER INFORMATION

MA# 18P 250108*0069

Beverage Based Products

This bid process will result in the creation of a Master Agreement Contract (MA) which will permit users to order contracted items as needed.

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).

Please provide the following information for the primary person users can contact to place orders less than \$5000.00, follow up on orders and invoices:

Contact Person Name: Bob Soccol
Telephone: 973-477-5796
Email Address: bobbernardfood@hotmail.com

The MA Documents will be emailed via DocuSign to be reviewed and signed, please provide the following information for the person who will sign the MA contract documents:

Contract Signer Name: Steven Bernard
Title: President/CEO
Email Address: sbernard@bernardfoods.com

MA 250108-0069 Beverage Based Products Pricing.xlsx

Vendor Customer Number	SUPPLIER NAME	SUPPLIER PART NUMBER	Commodity Code	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UOM
VC1000008318	Bernard Food	428013	39333	Bernard Brand 5x5 Beverage Bases Grape	72/5 oz	CASE
VC1000008318	Bernard Food	428023	39333	Bernard Brand 5x5 Beverage Bases Orange	72/5 oz	CASE
VC1000008318	Bernard Food	420853	39333	Bernard Brand 5x5 Beverage Bases Lemonade	72/5 oz	CASE
VC1000008318	Bernard Food	428043	39333	Bernard Brand 5x5 Beverage Bases Tropical Fruit	72/5 oz	CASE
VC1000008318	Bernard Food	428063	39333	Bernard Brand 5x5 Beverage Bases Ice Tea	72/5 oz	CASE
VC1000008318	Bernard Food	428033	39333	Bernard Brand 5x5 Beverage Bases Strawberry	72/5 oz	CASE
VC1000008318	Bernard Food	429053	39333	Bernard Brand Lockdown Beverage Tropical Fruit	1000/3 gram	CASE
VC1000008318	Bernard Food	429023	39333	Bernard Brand Lockdown Beverage Lemonade	1000/3 gram	CASE
VC1000008318	Bernard Food	429003	39333	Bernard Brand Lockdown Beverage Cherry	1000/3 gram	CASE
VC1000008318	Bernard Food	429033	39333	Bernard Brand Lockdown Beverage Orange	1000/3 gram	CASE
VC1000008318	Bernard Food	429013	39333	Bernard Brand Lockdown Beverage Grape	1000/3 gram	CASE
VC1000008318	Bernard Food	429063	39333	Bernard Brand Lockdown Beverage Ice Tea	1000/3 gram	CASE

* Minimum order 55 cases assorted