

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 03/01/18**Expiration Date:** 02/29/20**Master Agreement Description:** Disposable Kitchen Products**Buyer Information**

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Issuer Information

WILLIAM ALLEN 207-624-7871 ext. NULL WJE.Allen@maine.gov

Requestor Information

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

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

RON-PALA RICHARDS

800-432-7888 ext.

Commodity Information

Vendor Line #: 1

Vendor Name: SYSCO FOOD SERV OF NORTHERN NEW ENGLAND

Commodity Line #: 1

Commodity Code: 64050

Commodity Description: Disposable Kitchen Products-Alum Foil,Plates,Bags

Commodity Specifications: Disposable Kitchen Products

Commodity Extended Description: Disposable Kitchen Products - Aluminum Foil, Disposable Aprons, Bags, Baking Cups, Paper Bowls and Plates, Cooks Caps, Coffee Filters and Stirrers, Plastic Containers, Drinking Cups, Film Wrap, Plastic Utensils, Straws, Etc.

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

0

Free on Board

Contract Amount

\$0.00

Service Start Date

Service End Date

Catalog Name

Disposable Kitchen Products

Discount

0.0000 %

Discount Start Date

03/01/18

Discount End Date

02/29/20

Disposable Kitchen Paper Products
CONTRACT TERMS AND CONDITIONS
MA 18P 180202-085

COMMODITY ITEM: Miscellaneous Disposable Kitchen Products.

SCOPE: This Master Agreement (MA) contract is issued to cover the normal requirements of ALL State of Maine Departments and Agencies for Misc. Kitchen Paper Products as listed below and cover like items.

CONTRACT PERIOD: March 1, 2018 through February 28, 2019, a one (1) year contract with the option of two (2) one (1) year extensions. *First Renewal: March 1, 2019 through February 29, 2020.*

EXTENSION OF CONTRACT: The Director of Procurement Services may, with the consent of the contractor, extend the contract period beyond the indicated expiration date.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract upon a thirty-day written notice or cancel immediately if the contractor does not conform to the terms and conditions of the contract.

ORDERING PROCEDURE: Orders of all sizes must be accepted by the Contractor. Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. Orders in the amount of \$5,000.00 or less can be ordered using a DO or a P-Card. Delivery Orders, if used, will e-mailed in .pdf format to the Vendor's email setup in the Vendor Self Service.

CONTACT PERSON FOR PLACING ORDERS: All orders not submitted through a DO will be sent through the contact person: John Allen **Tel:** 800-632-4446 **Email:** allen.john@sysco.mme.com

CONTACT PERSON FOR ISSUES: The contact person who can assist consumers with inquiries about orders that have not been delivered, any and all shipping or quality issues, and any issues pertaining to this Master Agreement will be: Shelly St. Pierre **Tel:** 2017-253-7058 **Fax:** 207-828-2597
Email: st.pierre.shelly@nne.sysco.com

QUANTITIES: . It is understood and agreed that the Contract shall cover the actual quantities ordered by the State for delivery during the term of the Contract.

PRICES: Bid prices 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.

PRIME FOOD ORDER SIZE CALCULATION: Sysco NNE agrees to include all Disposable Kitchen Products contained in RFQ#18P 171219-324 as well as items added through the life of this MA into purchase calculations for the drop size incentive calculation for customers who participate in the prime contract#18P 130723-0015. This will allow for additional savings for customers who participate in both contracts through Sysco NNE. The incentive will be calculated for Prime items only. In the event a customer doesn't participate in both, contracts will stand independently according to the agreed upon terms

Size of Order	Contractor Mark-up %
\$0 - \$999	9.19
\$1,000 - \$1,999	8.43
\$2,000 - \$2,999	7.69
\$3,000 - Over	6.99

DELIVERY: The Contractor will be responsible for the delivery of goods in first class condition at the point of delivery, and in accordance with good commercial practice.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

NON-CONTRACT ITEMS: Contractor 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.

SPECIAL NOTE: Polystyrene Products are not permitted to be purchased by the State of Maine.

USING DEPARTMENTS & AGENCIES: All State Departments and Agencies are authorized users. Along with State of Maine departments and agencies the following organizations may utilize the resulting contract if it is in their best interest.

Central Maine Tech. College, 1250 Turner St., Auburn, ME 04210
Eastern Maine Tech. College, 354 Hogan Rd., Bangor, ME 04401
Kennebec Valley Tech. College, 92 Western Ave., Fairfield, ME 04937
Northern Maine Tech. College, 33 Edgemont Drive, Presque Isle, ME 04769
Southern Maine Tech. College, Fort Rd., So. Portland, ME 04106
York County Tech. College, 112 College Drive, Wells, ME 04619
Washington County Tech. College, RR 1, Box 22C, Calais, ME 04619

Maine Vet. Home, RR7, Box 901, Cony Road, Augusta, ME 04330
Maine Vet. Home, 44 Hogan Rd. Bangor, ME 04401
Maine Vet. Home, 290 Rte 1, Scarborough, ME 04074
Maine Vet. Home, 477 High St., So. Paris, ME 04281

Androscoggin County Jail, 2 Turner St., Auburn, ME 04210
Aroostook County Jail, 15 Broadway St., Houlton, ME 04730
Cumberland County Jail, 50 County Way, Portland, ME 04101
Franklin County Jail, RFD #3, Box 3160, Farmington, ME 04938
Hancock County Jail, 50 State St., Ellsworth, ME 04605
Kennebec County Correctional Facility, 115 State St., Augusta, ME 04330
Knox County Jail, 327 Park St., Rockland, ME 04841
Oxford County Jail, P.O. Box 179, So. Paris, ME 04281
Penobscot County Jail, 85 Hammond St., Bangor, ME 04401
Piscataquis County Jail, 17 Court St., Dover-Foxcroft, ME 04426
Sagadahoc County Jail, 752 High St., Bath, ME 04530
Somerset County Jail, 11 High St., Skowhegan, ME 04976
Waldo County Jail, 19 Congress St., Belfast, ME 04915
Washington County Jail, P.O. Box 312, Machias, ME 04654
York County Jail, Rt 4, Alfred, ME 04002

RFQ # 18P 171219-324

Disposable Kitchen Products

Polystyrene Products are not permitted to be purchased by the State of Maine.

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes with conditions as follows:

No

Name of Company:

Sysco Northern New England, Inc.

Address:

36 Thomas Drive, Westbrook ME 04092

Signature:



Date:

1/02/2018

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 “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 agreements, 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 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 the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

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

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

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

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

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

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

