



PURCHASE AND SALES CONTRACT FOR DAIRY PROGRAM (SY2122DP)

This CONTRACT, made on this date, MAY 18, 2021 by and between the SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL, a duly organized and existing Regional Council of Governments pursuant to Chapter 167 O.R.C. (hereinafter called the "AGENCY") and **Prairie Farms** (hereinafter called the "Vendor").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. This Contract collectively consists of: (1) this document, (2) the quotation specifications, (3) the instructions to bidders, and (4) the quotation proposal.
2. Duties and obligations of the Vendor are as follows:
 - A. To sell to the AGENCY, and each of the members of the AGENCY, merchandise or services described in this Contract at the prices set forth in this Contract for the length of the Contract.
 - B. To deliver such merchandise or services when, where, and in such quantities as may be directed by the AGENCY, or members of the AGENCY, with such deliveries beginning after July 1, 2021.
3. The obligations of the AGENCY and its members are as follows:
 - A. To pay for delivered merchandise to the AGENCY, or its members, as the case may be, as set forth in original and duplicate invoices, extended and sent to the AGENCY, or to its members as directed.
 - B. To circulate, among the members of the AGENCY, the list of merchandise or services, price, and specifications set forth in the Contract, and to encourage and promote among the membership of the AGENCY purchasing all needs and requirements for such merchandise or services from Vendor, and to refrain from custom with any other seller of similar merchandise or service during the term of this Contract (except where applicable as noted below).
4. The parties acknowledge that the quantity of merchandise or services to be purchased as may be set forth in the specifications is a best estimate by the AGENCY.
5. The Vendor warrants that the merchandise or services that are the subject of this Contract will meet all specifications and requirements.
6. The AGENCY may terminate this Contract upon written notice for causes resulting from conditions and circumstances beyond the AGENCY's reasonable control. Either party may terminate this contract upon the default of the other party if written notice of such default is given to the other party and that party fails to correct the claimed default within fourteen (14) calendar days of the receipt of the written notice.
7. This Contract is not assignable.
8. This Contract is for a one-year extension and terminates on the 30th day of June, 2022, with pricing following the escalator appropriately for the length of the Contract.
9. Vendor acknowledges receipt of a list of all members of the AGENCY on the date of execution of this Contract.



10. Additional Requirements (as negotiated)

IN WITNESS THEREOF, the parties have hereunto affixed their signatures to this Contract in duplicate on the day and year first above mentioned.

PRAIRIE FARMS DAIRY

Vendor

[Signature] SALES MANAGER

Authorized Signature and Title

5/18/21

Date Signed

Stephanie Zinger

Name Representing AGENCIES

[Signature] Treasurer/Nutrition Director

Authorized Signature and Title for AGENCIES

5.17.21

Date Signed