

**PURCHASE AND SALES CONTRACT FOR
COMMERCIAL FOOD (SY23-24CF), USDA FOODS (SY23-24USDA), BEVERAGES (SY23-24B), CAFETERIA ESSENTIALS (SY23-24CE)**

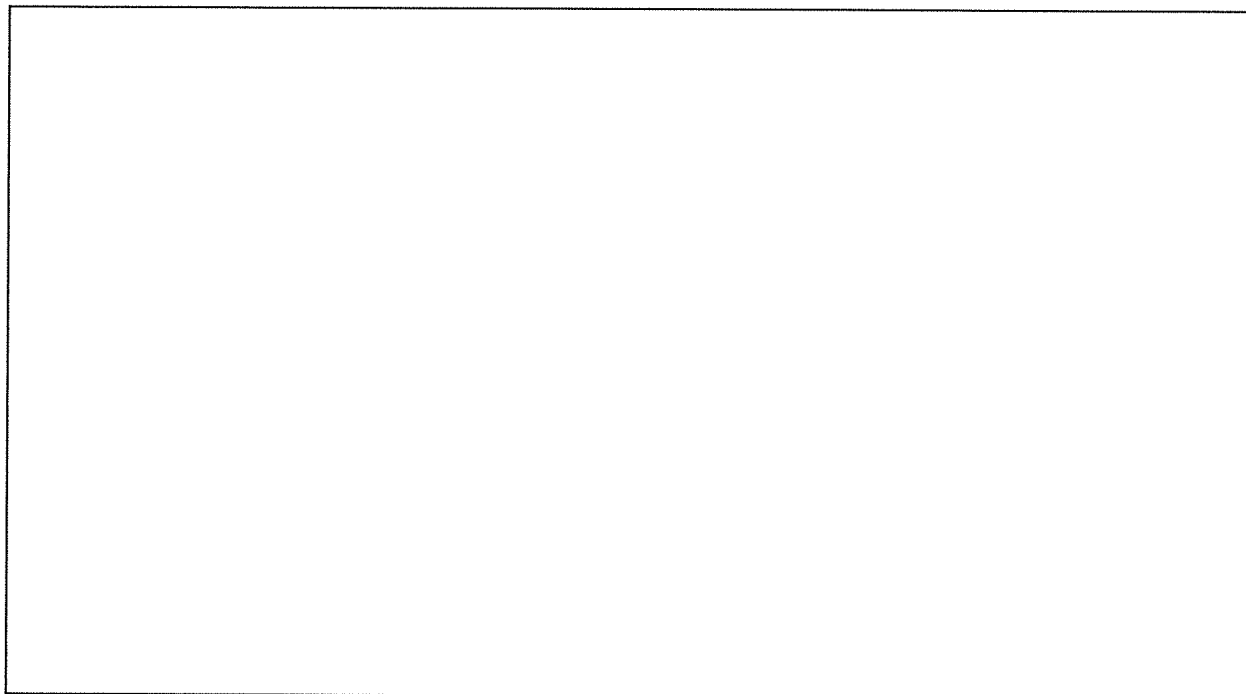
This CONTRACT, made on this date, June 8, 2023 by and between the SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL, OHIO MID-EASTERN REGIONAL EDUCATION SERVICE AGENCY, OHIO SCHOOLS COUNCIL, AND STARK COUNTY SCHOOLS COUNCIL OF GOVERNMENTS, duly organized and existing Regional Council of Governments pursuant to Chapter 167 O.R.C. (hereinafter called the "AGENCIES") and **VENDOR NAME: Borden Dairy** (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 AGENCIES, and each of the members of the AGENCIES, 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 AGENCIES, or members of the AGENCIES, with such deliveries beginning after July 1, 2023.
3. The obligations of the AGENCIES and its members are as follows:
 - A. To pay for delivered merchandise to the AGENCIES, or its members, as the case may be, as set forth in original and duplicate invoices, extended and sent to the AGENCIES, or to its members as directed.
 - B. To circulate, among the members of the AGENCIES, the list of merchandise or services, price, and specifications set forth in the Contract, and to encourage and promote among the membership of the AGENCIES 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 AGENCIES.
5. The Vendor warrants that the merchandise or services that are the subject of this Contract will meet all specifications and requirements.
6. The AGENCIES may terminate this Contract upon written notice for causes resulting from conditions and circumstances beyond the AGENCIES'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, 2024, with pricing firm for the length of the Contract.

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9. Vendor acknowledges receipt of a list of all members of the AGENCIES 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.

Borden Darcy
Vendor

Bonnie Muckenthaler
Name Representing AGENCIES

Keri Roberts
Authorized Signature and Title

Bonnie Muckenthaler
Authorized Signature and Title for AGENCIES

6/13/2023
Date Signed

June 8, 2023
Date Signed