



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR BIDS**

**BAKERY PRODUCTS**  
**University of Maine**

**RFB # 11-08**

ISSUE DATE:  
December 12, 2007

BIDS MUST BE RECEIVED BY:  
January 10, 2008, 2:00 pm

DELIVER BIDS TO:

University of Maine System  
Office of Strategic Procurement  
Attn: Hal Wells  
16 Central Street  
Bangor, ME 04401

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine is seeking bids for a contract for bread, rolls and bakery products required for various food operations on campus.
- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Award: It is the intent of the University to award this bid all to one bidder. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When tie bids are both in-state or both out-of-state, the award will be made to the bid that arrives first at the Office of Strategic Procurement.
- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met. However, consideration will be given to delivery and references.
- 1.5 Samples: Samples are not required at the time of bid opening but may be requested by the University prior to an award. If requested, samples shall be exact and true representatives of the products offered and each sample shall be properly tagged or labeled with the name of the bidder and the specific item number. Samples shall be provided at no cost to the University. In the event the delivered product fails to conform to the sample provided, the Contractor shall immediately replace the portion of the delivered product with acceptable material conforming to the contract requirements at no additional cost to the University.
- 1.6 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401  
(207) 973-3302

- 1.7 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.8 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.



## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.3 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide products or services to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within five (5) business days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.4 **Contract Administration:** The University of Maine's Auxiliary Services Purchasing Manager, Larry Violette or his designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.5 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.6 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.7 **Contract Term:** The initial term of this contract shall be for one (1) year, effective from the date of award. With mutual written agreement of the parties this contract may be extended for two (2) additional one-year periods.
- 2.8 **Bid Prices:** The bid shall be in the form of a firm price for each line item during the contract period. The bid price shall include all charges such as installation, shipping, insurance, and all other costs. Charges not specified in the bid will not be honored.
- 2.9 **Right to Purchase Competing Products:** The University reserves the right to purchase products not included in the contract from distributors other than the Contractor. Purchases of these items will be for various operations which include but are not limited to Auxiliary retail sites, theme night events and events hosted by the Conferences and Institutes department.
- 2.10 **Quantities:** The quantities shown on the bid form are estimates and represent the highest volume items purchased over a twelve (12) month period. The contract shall cover the actual

needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.

- 2.11 Contract Data: The Contractor is required to provide the University with a quarterly breakdown as to the purchase quantity, pack, and variety of each item purchased. A breakdown will be done for each purchase location and is due upon request from the University.
- 2.12 Transportation Charges: Quotations must be F.O.B. Destination. Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete delivery.
- 2.13 Packaging: All products and processing thereof shall comply with all Federal, State and local regulations. Unless otherwise specified, commercial packaging shall be acceptable. Containers shall be marked with the name of the product and the bake day code. Cartons, carriers and racks used to transport products from the Contractor plant to the University shall be clean and sanitary at all times.
- 2.14 Packing Slips: Merchandise must be accompanied by a delivery slip or packing list and shall include the purchase order number.
- 2.15 Deliveries: Deliveries shall be scheduled for three (3) days per week at a minimum to the University locations listed below. Delivery hours shall be 7:30 AM to 10:30 AM and 11:00 AM to 2:30 PM.
- Wells Conference Center and Dining Services (opening spring 2008)  
University Concessions (at Wells)  
York Dining  
Memorial Union Marketplace  
Hilltop Dining  
Stodder (until Spring 2008)  
Children's Center
- 2.16 Locations may be added or deleted at any time throughout the term of the contract by the University. Changes in the ordering and delivery schedules may be made with a two week notification and must be approved by the Contract Administrator.
- 2.17 Receiving/Inspection: All deliveries will be inspected, received, and delivery slips/invoices signed for by the receiving clerk on duty at the time of delivery. Products that are considered unacceptable will be refused and returned to the Contractor and noted on the delivery slip/invoice. Unsigned delivery slips/invoices will not be processed for payment.
- 2.18 Payments: Payment will be upon submittal of an invoice to Auxiliary Services by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number.
- 2.19 Plant Inspection: The Contractor's plant and delivery vehicles shall be subject to inspection at all times. If, in the opinion of the University, sanitary conditions are unsatisfactory, the contract shall be subject to cancellation.
- 2.20 Ordering: Contractor shall provide each University location receiving products under this contract, the name and telephone number of the sales representative who may be contracted Monday through Friday, 8:00 a.m. to 4:00 p.m. exclusive of holidays. This representative shall have primary responsibility for processing and correcting all breaches of this contract and shall be authorized to accept emergency and special orders.

- 2.21 Back orders and shortages: Back orders and shortages shall be kept to a minimum. If a shortage occurs, the Contractor must contact and inform the Dining Service Manager prior to the scheduled delivery. If a substitution is necessary, it must be authorized by the Dining Service Manager. All substitutes must be of equal or better quality than the originally ordered item and the invoice cost will not be higher than the bid price. If an item is not available and the University is forced to order through another supplier, the cost differential may be charged back by the University to the Contractor.
- 2.22 Shutdown: During the week prior to a shut down or break period (e.g. Winter Break, Spring Break, Summer Break) the Contractor shall work with each Dining Service location to ensure that its product inventory is brought to a reasonable balance. Each Dining Service location will lower its inventories the week prior to a shut down and increase inventory levels the week prior to reopening. Any product, which remains in an operation when a shut down begins, may be picked up by the Contractor and credit issued to that Dining Service location, at the University's request. The University will provide the Contractor with an Academic Year calendar for the purpose of planning for these times. (Academic Year 2007-2008 is enclosed as Attachment A).

Cash operations remain open during shut down periods and must be serviced.

- 2.23 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.24 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.25 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.26 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)

- |  |   |
|--|---|
| 2. Automobile Liability<br>(Including Hired & Non-Owned) | \$1,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 3. Workers Compensation                                  | Required for all personnel<br>(In Compliance with Applicable State Law)   |

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

- 2.27 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.28 **Parking Regulations and Use of Walkways:** The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractor shall not be permitted to drive on walkways. Contractors are advised that parking and walkway rules/regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Public Safety Parking Office at 581-4047.
- 2.29 **Sexual Harassment:** The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from:

University of Maine  
Director of Equal Opportunity  
North Stevens Hall  
(207) 581-1226

- 2.30 Smoking Policy: The University of Maine System must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, §1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University of Maine System has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.31 Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.32 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.



## SECTION THREE

### 3.0 SPECIFICATIONS:

- 3.1 All bakery products shall be prepared from first quality materials and produced under absolutely sanitary conditions, including premises and employees.
- 3.2 All products shall be delivered fresh. Day old bread or bread which has been frozen at the time of production and thawed prior to sale will not be accepted.
- 3.3 Nutritional content and ingredients shall be provided for each item.
- 3.4 No peanut oil shall be used in any part of the production process for any product.
- 3.5 Packaging: Products shall be adequately dated and marked to identify the contents. The date indicated on the product packages shall be the pull date or the last sale date for the said product.

This section intentionally left blank.

SECTION FOUR

**BID FORM**  
full.

All quantities are approximate and are based on prior annual purchases.

Please complete this bid form in

Item #	Est. Qty. Col A	Product Description	Oz Per Loaf/ Package	Slices/Items Per Loaf/ Package	Brand	Vendor Product Code	Unit Price Column B	Total Cost (A X B) Est. Qty. X Unit Price
1	3,428	Bread, White, Pullman Sliced 22 oz per loaf Slices Per Loaf 28 1/2 inch						
2	1,899	Bread, 100% Whole Wheat Pullman Sliced 22 oz per loaf Slices Per Loaf 26						
3	1,759	Bread, White, Texas/ French Toast Style, 22 oz per loaf Slices Per Loaf 27						
4	1,122	Bread, Country White, Sliced 24 oz per loaf Slices Per Loaf 14						
5	609	Bread, Diet, Wheat, 40 calories 6g carb per Slice 16 oz per loaf Slices Per Loaf 18						
6	4,568	Bread, Healthy Multi Grain, Sliced w/Sesame Seeds on Top 24 oz per loaf Slices Per Loaf 14						
7	2,593	Bread, 12 Grain/Whole Wheat Stone Ground , Sliced 24 oz per loaf Slices Per Loaf 14						
8	94	Bread, Soft Rye, Unseeded, Sliced 20 oz per loaf Slices Per Loaf 18						
9	495	Bread, Cinnamon & Raisin, Sliced 16 oz per loaf Slices Per Loaf 16						
10	5,100	Muffins, English, Sliced, weight 2oz each 24 oz Package Pack count 12						
11	4,440	Rolls, Hamburg, Un-seeded, weight 1.5 oz. ea 24 oz. package, pack count 16						
12	2,598	Rolls, Frankfort, Un-seeded, weight 1.5 oz. each, 24 oz. package, pack count 16						
13	4,439	Rolls, Hamburg, Seeded, weight 1.75 oz. Roast Beef Roll each, 21 oz. package, pack count 12						
14	1,380	Sub Roll, 6 inch, Mini Split-Top, weight 2 oz. each, 12 oz. Package, pack count 6						
15	9,560	Sub Roll, 8 inch , 15 oz. Package, pack count 6						
		<b>TOTAL ANNUAL BID FOR PRODUCT</b>						

## CONTRACTOR INFORMATION SHEET

1. Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

2. Inside Sales Contact: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

3. Discount Payment Terms: \_\_\_\_\_

4. Please specify requirements for order placement and delivery scheduling.

\_\_\_\_\_  
\_\_\_\_\_

5. Name of Delivery Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

6. Procedures for increasing or decreasing orders: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. References: Please provide a list of three references including company names and contact information with your quotation. References should be a list of recent contracts similar in scope to the specifications listed herein.

## ATTACHMENT A

### Academic Year Calendar

<b>Fall Semester 2007</b>	
Classes begin	Tuesday, September 4
Last day to add courses	Monday, September 10
Last day to drop courses for refund	Monday, September 17
End of 1st 3rd of semester for withdrawals	Thursday, October 4
Fall break begins	Friday, October 5
Classes resume	Wednesday, October 10
Registration for Spring 2008	Tuesday-Friday, November 6-16
End of 2nd 3rd of semester for withdrawals	Thursday, November 8
Application for Graduation filing deadline (Dec.)	Thursday, November 15
Thanksgiving break begins	Wednesday, November 21
Classes resume	Monday, November 26
Classes end	Friday, December 14
Final exams begin	Monday, December 17
Final exams end	Friday, December 21
<b>Spring Semester 2008</b>	
Classes begin	Monday, January 14
Last day to add courses	Friday, January 18
No classes on Martin Luther King, Jr. Day	Monday, January 21
Last day to drop courses for refund	Monday, January 28
End of 1st 3rd of semester for withdrawals	Thursday, February 14
Spring recess begins	Friday, February 29
Application for Graduation filing deadline (May)	Friday, March 14
Classes resume	Monday, March 17
End of 2nd 3rd of semester for withdrawals	Tuesday, April 1
Registration for Fall 2008 (tentative)	Tuesday-Wednesday
Maine Day	Wednesday, April 30
Classes end	Friday, May 2
Final exams begin	Monday, May 5
Final exams end	Friday, May 9
Commencement	Saturday, May 10

***SIGNATURE PAGE***

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Date)