



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

**REQUEST FOR BIDS**

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

**RFB # 16-11**

ISSUE DATE:  
April 1, 2011

BIDS MUST BE RECEIVED BY:  
April 26, 2011, 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 long-term contract to provide bread and bakery products for Auxiliary Services Dining and Catering operations.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the Request for Bid (RFB) shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope of Work: This RFB describes the products and services expected by the University. The objective is to select a contractor to provide delivered bread and bakery products for dining and catering requirements. A list of the highest usage products is provided in Attachment A for pricing. The approximate spend total for these products in fiscal year 2010 was \$80,000. This is an estimate of future spend. The University makes no guarantee of any volume or dollar purchase throughout the term of the contract.

The contract shall not be limited to the items in Attachment A. The University shall require the availability of a complete line of bread and bakery products in addition to the items listed. Pricing for additional items shall be cost plus a fixed percentage markup.

Delivery locations include four full-service dining and retail facilities: The Marketplace at Memorial Union, Wells Dining and Conference Center, Hilltop, and York, as well as University concessions at Wells, and the Children's Center.

- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met.
- 1.5 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.
- 1.6 Samples: The University reserves the right to request samples from selected bidders prior to an award. Each sample shall be properly tagged or labeled with the name of the product offered, the name of the bidder, and the bid number and shall be provided at no cost to the University.

Upon request samples shall be delivered to: Glenn Taylor  
Director of Culinary Services  
5734 Hilltop  
University of Maine  
Orono, ME 04469-5764

- 1.7 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  
hcwells@maine.edu

- 1.8 Submission: A **SIGNED** original and three (3) copies of the bid must be received at the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope no later than **2:00 P.M. local time, Tuesday, April 26, 2011**, for a public opening. The bid must be date/time stamped by the Office of Strategic Procurement in order to be considered. Bidders are strongly encouraged to submit bids in advance of the due date/time to avoid the possibility of missing the 2:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

Where possible, all materials submitted in response to this RFB should be fully recyclable. Bids should be printed on both sides of standard 8.5 x 11, letter-sized, recycled paper and be clipped together without binding. Responses shall be limited to the information requested herein.

- 1.9 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

From \_\_\_\_\_ RFB 16-11  
Name Due Date Time Bid No.

- 1.10 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.
- 1.11 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.12 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.13 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.

- 1.14 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.
- 1.15 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

## 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 or letter of agreement requiring the signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Administration:** The University of Maine Auxiliary Services Purchasing Manager, Larry Violette or his designee shall be the University's authorized representative in all matters pertaining to the day-to-day administration of this Contract.
- 2.3 **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.
- 2.4 **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.
- 2.5 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide services or product to the University's satisfaction, or in any other way fails to provide service or products 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 or products 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.
- 2.6 **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 Director of Purchasing and Resource Efficiency, University of Maine, 5765 Service Building, Orono, ME 04469-5765. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.7 **Contract Term:** The initial Contract term shall be for a period of one (1) year commencing in April 2011. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.8 **Pricing:** Quoted prices, for each line item, shall be firm during the initial contract term. Prices shall include all charges such as transportation, packaging, insurance, and all other costs. Requests for price adjustments for subsequent contract renewals shall be submitted in writing to the Director of Purchasing and Resource Efficiency sixty (60) days prior to the contract expiration date. Charges not specified in the bid will not be honored.

Fourteen (14) items representing the University's highest volume products are listed on the Bid Form, Attachment A. Other products may be purchased during the term of the contract at cost plus a fixed percent markup.

- 2.9 Right to Purchase Competing Products: The University reserves the right to purchase products, not included in this contract (i.e. not among the fourteen items listed in Attachment A), 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 the most recent fiscal year 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: At the University's request, the Contractor shall provide the Director of Culinary Services with a report on the quantity, pack, and variety of each item purchased for each of the four delivery locations. This report may be required quarterly.
- 2.12 Transportation Charges: Quotations must be F.O.B. Destination. Prices quoted will 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 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 a.m. to 10:30 a.m. and 11:00 a.m. to 2:30 p.m.
- Wells conference Center and Dining Services  
University Concessions (at Wells)  
York Dining  
Memorial Union Marketplace  
Hilltop Dining  
Children's Center

The University reserves the right to add or deleted locations at any time throughout the term of the contract. Changes in the ordering and delivery schedules may be made with a two week notification and must be approved by the Director of Culinary Services.

- 2.16 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. Delivery drivers shall adjust invoices for damaged merchandise, incorrect products, and/or price discrepancies at the time of delivery. Unacceptable products are to be returned at the time of delivery, or if discovered after delivery, shall be picked up on the next scheduled delivery. Unsigned delivery slips/invoices will not be processed for payment.
- 2.17 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. The University is using several, preferred methods of payment: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

- 2.18 Food Safety/Sanitation Compliance: Proof of HACCP (Hazard Assessment of Critical Control Points) compliance and/or American Institute of Baking rating of Superior are required.
- 2.19 Ordering: The Contractor shall provide each University location receiving products under this contract with the name and telephone number of the sales representative who may be contacted Monday through Friday, 8:00 a.m. to 4:00 p.m. exclusive of holidays. This representative shall have primary responsibility for maintaining the contract and shall be authorized to accept emergency and special orders.
- 2.20 Back orders and shortages: Back orders and shortages shall be kept to a minimum. If a shortage occurs the Contractor must inform the Director of Culinary Services prior to the scheduled delivery. If a substitution is necessary it must be authorized by the Director of Culinary Services. 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.
- 2.21 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. At the request of the University, 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. The University will provide the Contractor with an Academic Year calendar for the purpose of planning for these times.
- The Marketplace and Catering Services at Wells remain open during shut down periods and service must be provided during those times.
- 2.22 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. The University encourages the employment of individuals with disabilities.
- 2.23 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.
- 2.24 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.

2.25 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. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)
4. Product Liability	\$1,000,000

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:

University of Maine Purchasing Department  
5765 Service Building  
Orono, Maine 04469

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:

The University of Maine System  
16 Central Street  
Bangor, Maine 04401

2.26 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.

2.27 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. The Contractor shall not be permitted to drive on walkways. Contractors are advised that parking and walkway rules/regulation are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of parking regulations can be obtained by calling the Public Safety Parking Office at (207) 581-4047.

2.28 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 advance notice. Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall, (207) 581-1226.

- 2.29 **Smoking Policy:** The University of Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to buildings, university grounds, parking areas, walkways, recreational and sporting facilities and university-owned vehicles.

Tobacco use by definition includes the possession of any light tobacco products, or the use of any type of smokeless tobacco.

- 2.30 **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.
- 2.31 **Compliance with Laws:** The Contractor shall comply with all applicable federal, state and local laws and all applicable policies of the University. The Contractor shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits, and shall assume the responsibility for, and pay all applicable fees and taxes which are now and may be imposed in the future by any governmental authority arising out of the conduct of the Contractor's business.
- 2.32 **No-idling Policy:** The University of Maine recognizes its responsibility to foster stewardship of natural resources and to promote environmental citizenship through its purchasing decisions. Contractors shall comply with the University's no-idling policy for vehicles in order to prevent excessive emissions and unnecessary human exposure to harmful vehicle exhaust.
- 2.33 **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.
- 2.34 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.

## SECTION THREE

### 3.0 SPECIFICATIONS:

- 3.1 All bakery products shall be prepared from fist quality materials and produced under absolutely sanitary conditions, including premises and employees.
- 3.2 Fresh bakery products are preferred however, bids will be accepted for bakery products which have been frozen at the time of production. Frozen products with expired use-by dates or day-old products will not be acceptable.
- 3.3 Upon request, the Contractor shall provide nutritional content and ingredients of all products furnished to the University.
- 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 product.

## SECTION FOUR

### 4.0 SUBMISSION REQUIREMENTS:

Bidders shall ensure that all information required herein is submitted with the bid. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the bid or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

- 4.1 **Product Pricing:** Bidders shall provide pricing on the bid form, Attachment A. Pricing must be provided for all items on the bid form. Pricing shall be firm for the initial (one-year) term of the contract and shall be inclusive of all costs. Fuel surcharges will NOT be allowed at any time during the contract.
- 4.2 **Percentage Markup:** Provide a fixed markup percentage for items not listed in Attachment A. The markup shall be fixed for the initial term of the contract and all renewals. \_\_\_\_\_%
- 4.3 **Company Business Profile:** No financial statements are required to be submitted with bids, however prior to an award; the University may request financial statements as well as credit references.
- 4.4 **In-house sales contact information:** Name \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_
- 4.5 **Outside sales contact information:** Name \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_
- 4.6 **Payment/Discount Terms:** \_\_\_\_\_
- 4.7 **Ordering Procedures:** Provide ordering procedures and deadlines for next day delivery to University locations. Specify cut-off time for same day confirmation of orders.
- 4.8 **Health Inspection Report:** Provide a copy of the company's most recent health inspection report.
- 4.9 **HACCP Program:** Provide a copy of the company's HACCP certificate of compliance and/or American Institute of Baking rating.
- 4.10 **Product/Date Coding:** Provide information on how products are coded on the packaging.
- 4.11 **References:** Provide complete contact information for three references. These should be for organizations for which your company has provided a similar scope of products and services within the past three years.

**ATTACHMENT A**

Item #	Approximate Quantity A	Product Description	Your Product Information				Unit	Price B	Total Cost (A X B)
			Oz. Per Loaf/ Package	Slices/Items. Per Loaf/ Package	Brand	Vendor Product Code			
1	3,428	Bread, White, Split top, Sliced 22 oz/ loaf Slices Per Loaf 28 1/2 inch						0.00	
2	1,425	Bread, 100% Whole Wheat Split top, Sliced 22 oz/ loaf Slices Per Loaf 26						0.00	
3	1,265	Bread, White, Texas/ French Toast Style, 20 oz/loaf Slices Per Loaf 12						0.00	
4	5,528	Bread, Canadian White, Sliced 24 oz/loaf Slices Per Loaf 14						0.00	
5	500	Bread, Lite, Wheat, 40 calories 6g carb per Slice 16 oz/ loaf. Slices Per Loaf 18						0.00	
6	4,568	Bread, Healthy Multi Grain, Sliced with Sesame Seeds on Top 24 oz per loaf Slices Per Loaf 14						0.00	
7	8,407	Bread, 12 Grain/Whole Wheat Stone Grnd, Sliced 24 oz/loaf. Slices/Loaf 16						0.00	
8	515	Bread, Cinnamon & Raisin, Sliced 16 oz/loaf Slices Per Loaf 14						0.00	
9	2,900	Bread, White, Sandwich, Sliced 24 oz/ loaf. Slices per Loaf 28						0.00	
10	6,400	Muffins, English, Sliced, weight 2oz each 24 ozs. Package Pack count 12						0.00	
11	4,440	Rolls, Hamburg, Un-seeded, weight 1.5 oz. each, 21.5 oz. pkg., pack count 12						0.00	
12	2,600	Rolls, Frankfort, top cut, weight 1.5 oz. each, 18 oz. pkg., pack count 12						0.00	
13	6,000	Rolls, Hamburg /Galley-Seeded weight 1.5 oz. each, 21.5 oz. pkg., pack count 12						0.00	
14	7,900	Sub Roll, 8 inch, 17 oz. Package, pack count 6						0.00	
		<b>Total Annual bid for product</b>							0.00

SIGNATURE PAGE

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

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

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

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

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

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