



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

**DAIRY PRODUCTS FOR
AUXILIARY SERVICES
University of Maine**

RFB # 29-10

ISSUE DATE:
June 1, 2010

BIDS MUST BE RECEIVED BY:
June 17, 2010, 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 dairy products for Auxiliary Services' Dining and Catering operations.
- 1.2 Definition of Terms: The University of Maine System will hereinafter be referred to as the "University." Respondents to the Request for Bids (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 Background and Scope of Work: Founded in 1865, the University is Maine's only land-grant and sea-grant institution and serves as the flagship university of the University of Maine System. It is the largest of the state's seven universities with a student enrollment of over 11,800 (approximately 3,500 students in residence) and 2,300 faculty and staff.

This RFB describes the products and services expected by the University. The objective is to select a contractor to provide delivered dairy products for dining and catering requirements. A list of the highest usage products is provided in Attachment A for market basket pricing. The contract shall not be limited to the items listed. The University shall require the availability of a complete line of dairy products in addition to the items listed. The approximate spending total for dairy products in fiscal year 2009 was \$250,000. This total is an estimate of future spending. The University makes no guarantee of any volume or dollar purchases throughout the term of the contract.

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 a food service location at Fogler Library and concession venues at athletic facilities.

Prepackaged products that are considered retail and self-service merchandise are not included in this contract.

- 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 references.
- 1.5 Alternates: Unless the item is identified as "No Substitute" in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.
- 1.6 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.

- 1.7 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.
- 1.8 Communication with the University: It is the responsibility of the bidder to inquire, in writing, 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. The University will not be bound by oral responses to inquiries or written responses other than addenda. The deadline for receipt of inquiries is June 9, 2010.

Written 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

- 1.9 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, Thursday, June 17, 2010**, for a public opening. (See note below). 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 call (207) 973-3298 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. **EXCEPT AS NOTED BELOW FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

NOTE: Bidders shall provide pricing (Attachment A) electronically on a MS Excel file. This is in addition to the hard copy responses required above. The University will send a copy of the MS Excel file to all bidders receiving the RFB. The file must not be altered in any way other than inserting data in the appropriate fields. Bidders shall contact Hal Wells for a copy of the file if it has not been received.

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

From _____ June 17, 2010 2:00 PM RFB #29-10
Name Due Date Time Bid No.

- 1.11 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.
- 1.12 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.13 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.
- 1.14 Bid Validity: Unless specified otherwise, all bids shall be valid for ninety (90) days from the due date of the bid.
- 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.
- 1.16 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFB #29-10

- 1.17 Samples: The University reserves the right to request product samples from selected bidders prior to an award for purposes of evaluating the products quoted. 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.
- 1.18 Products Specified: The products listed on Attachment A represent the highest volume items purchased for a 12-month period. The market basket is provided by the University for the convenience of bidders in preparing bids and will be used by the University to evaluate products and pricing. The contract will include other items which are not represented on the market basket. All items will be subject to the same terms and conditions as specified in this document.
- 1.19 Sustainability and Green Campus Initiatives: The University is interested in receiving sustainability plans, programs, policies or commitments as part of the RFB response. These programs or policies may be, but are not limited to, sourcing local products, reducing, reusing and recycling resources, disposal of organic and other solid waste, conservation efforts in

regards to transportation, energy and water, disposal of hazardous waste, and/or giving back to the community. This is not an evaluation criterion for the RFB; the University seeks responses for information purposes only.

END SECTION ONE

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Maine's Director of Purchasing and Resource Efficiency or designee shall be the University's authorized representative in all matters pertaining to the administration of the contract terms and conditions of this Contract. The Director of Culinary Services or designee shall be the primary contact for all matters pertaining to products and food operations.
- 2.2 **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 signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **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 University of Maine's Director of Purchasing and Resource Efficiency. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for a period of five (5) years commencing upon July 1, 2010 and ending June 30, 2015.
- 2.5 **Quantities/Alternative Purchases:** The quantities shown on Attachment A are approximate. 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. The University reserves the right to purchase specialty products from other sources if they are not available from the contractor at a reasonable price.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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.
- 2.9 **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.
- 2.10 **Indemnification:**
 - 2.10.1 Each party shall indemnify and hold harmless the other party and its affiliates, trustees, officers, directors, employees and agents from and against any and all

liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorney's fees) arising out of its negligent acts or omissions or the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.

- 2.10.2 If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations of the University shall be interrupted or stopped, performance of this contract, with the exception of the monies already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
- 2.11 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.
- 2.12 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.
- 2.13 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.

- 2.14 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 and Product Liability (Written on an Occurrence-based form) | \$2,000,000 per occurrence or more (Bodily Injury and Property Damage) |
| 2. Vehicle Liability (Including Hired & Non-Owned) | \$2,000,000 per occurrence or more (Bodily Injury and Property Damage) |
| 3. Workers Compensation | Required for all personnel (In Compliance with Applicable State Law) |

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

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:
Purchasing Department
University of Maine
5765 Service Building
Orono, Maine 04469-5756

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

- 2.15 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.
- 2.16 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.
- 2.16.1 An authorized Dining or Catering Services representative must sign all invoices unless prior arrangements are made. The University reserves the right to refuse payment on any unsigned invoices or invoices signed by unauthorized personnel.
- 2.16.2 Delivery drivers shall adjust invoices for damaged merchandise, incorrect products, and/or price discrepancies at the time of delivery. Damaged, inferior or incorrect products are to be returned at the time of delivery, or if discovered after delivery, shall be picked up on the next scheduled delivery.
- 2.16.3 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.
- 2.17 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.

- 2.18 Contract Data/Product Usage: The contractor is required to provide the University with detailed data concerning the contract at the completion of each contract year or at the request of the University at other times. A monthly itemized breakdown as to purchase quantity, pack and variety of each item purchased shall be submitted to the Director of Culinary Services. Data may include, but shall not be limited to, dollar volume, items sold, and services rendered.
- 2.19 Right to Audit: At any time during the term of this contract, the University or its duly authorized audit representative, at its expense and at reasonable times, reserves the right to audit the contractor's records. In the event such an audit by the University reveals any errors, the contractor shall rectify the error(s) within thirty (30) days of the audit findings.
- 2.20 Cancellation/Termination: If the contractor defaults in its agreement to provide products and services to the University's satisfaction, 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 twenty (20) calendar days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel the contract with written notice. Except for such cancellation for cause by the University, either party may without prejudice to any right or remedy, and after giving the other party ninety (90) calendar days written notice, terminate the contract.
- Cancellation does not release the contractor from its obligation to provide goods or service per the terms of the contract during the notification period.
- 2.21 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. Fuel surcharges will not be allowed for the duration of the contract.
- 2.22 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. Contractors are advised that parking 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 207-581-4047.

END SECTION TWO

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 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.
- 3.2 Pricing:
- 3.2.1 Quoted prices shall be in effect for a minimum of one (1) year from the effective date of the contract. After this period, the University may accept verified price increases. All price increases must be of a general nature and apply to all customers. Notification of price increases shall be submitted to the Contract Administrator in writing sixty (60) calendar days prior to the anniversary date of the contract. The University reserves the right to re-bid the contract if the proposed price changes are not acceptable. In the event of any commodity price decrease, the contractor shall promptly notify the University and any decrease in the price shall be reflected in the University's cost of the product.
- 3.2.2 Maine Milk Commission (MMC) Minimum Wholesale Price: Products that are subject to the MMC Price Schedule may fluctuate in accordance with that schedule. The difference in the MMC Minimum Wholesale Price and the bid price in effect shall remain firm as a **fixed mark-up** (price) throughout the term of the contract. For example, if the quoted price is \$0.05 higher than the MMC Minimum Wholesale Price, then \$0.05 shall be considered a **fixed mark-up** through the term of the contract. The contractor shall be responsible for notifying the Director of Culinary Services of price changes as announced by MMC.
- 3.3 Product Specifications:
- 3.3.1 Fluid milk and dairy products furnished under this contract shall be Grade A and shall be produced in accordance with all applicable State and Federal regulations.
- 3.3.2 Products shall have a minimum of seven (7) days shelf life at the time of delivery. Products should be from the latest production. No products shall have been frozen or delivered frozen unless specified.
- 3.3.3 Nutritional data shall be provided to the University upon request.
- 3.4 Plant Inspection: The contractor's plant shall be subject to inspection upon request by the University. If the University determines that sanitary conditions are unsatisfactory, the contract shall be subject to cancellation.
- 3.5 Product Sampling: Samples of products being considered for purchase may be requested by the University at any time during the contract period for examination and testing to determine compliance with specification standards and regulations for Fresh Dairy Products, which are issued by the Maine State Commissioner of Agriculture.
- 3.6 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 nor and may be imposed in the future by any governmental authority arising out of the conduct of the contractor's business.

3.7 Packaging:

- 3.7.1 The contractor shall provide plastic dispenser cases at no charge to fit into current dispensing equipment for bulk milk.
- 3.7.2 All products shall be packaged in sanitary cartons, cans, or containers and delivered in packaging appropriate for use in commercial trade. The containers shall be labeled as to contents and dates. The label shall be clearly displayed on the packaging.
- 3.7.3 The contractor shall keep cartons and carriers used to transport milk and milk by-products from the contractor's plant to the University in a clean and sanitary condition. The containers shall be picked up at the next delivery for return to the contractor's plant for cleaning and sanitizing. Containers may not be cleaned at University locations.

3.8 Date Coding: All products furnished shall be dated with either the date of manufacture or last date the product may be sold/used. If product dating is coded, the coding key shall be furnished with the bid to the University.

3.9 Delivery Schedule and Locations: The contractor shall have delivery services for all products available to the University at a minimum of three (3) days per week, Monday to Friday. Deliveries shall not be before 7:30 a.m. and must be completed prior to 10:30 a.m. Changes in the delivery schedules will be permitted during holidays and extended breaks.

Additional locations may be added or deleted at anytime throughout the term of the contract by the University. Ordering and delivery schedules will be determined after award of the contract. Changes in the ordering and delivery schedules may not be made without approval from the Director of Culinary Services.

3.10 Shortages and Substitutions: The University expects a minimum fill rate of 98.5% based on a quarterly review. Back orders will not be allowed. If a permanent substitution is required, the contractor shall contact the Director of Culinary Services. If a shortage for an order occurs, the contractor shall inform the Director of Culinary Services and each Dining Service Manager affected prior to the scheduled delivery date. Substitutions must be of equal or better quality than the requested item and **all substitutions must be approved** by the University prior to shipment. Neither a permanent or temporary (shortage) substitution shall result in higher cost to the University however if a substitution costs less than the original product, the substituted product shall be invoiced at the lower price.

3.11 Minimum Delivery Charges: The contractor shall not set minimum delivery limits by dollar or by volume and shall not charge the University for smaller than normal orders.

3.12 Case Splitting: The contractor must split cases, if necessary and requested by the University. No case break fee will be applied when this is requested.

3.13 Shutdowns and Breaks: During the week prior to a shut down or break period (e.g. Winter Break, Spring Break, and 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 their respective inventories the week prior to a shut down and

increase their inventories the week prior to reopening. At the University's request, any product, which remains in an operation when a shut down begins, may be picked up by the contractor and credit issued to the 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.

- 3.14 Ordering – Routine and Special Procedures: The contractor shall provide, to each University delivery location, the name and telephone number of the company sales representative who may be contacted Monday through Friday, 8:00 a.m. to 4:00 p.m. exclusive of holidays. Representatives shall have the primary responsibility for all aspects of this contract and shall be authorized to accept emergency and special orders.
- 3.15 Hazard Analysis Critical Control Point (HACCP): The contractor shall have compliant and efficient HACCP programs in place to ensure product safety and quality.
- 3.16 Refrigerated Dispensers: The contractor shall provide eight (8) portion control, refrigerated milk and cream dispensing systems for coffee stations. The make and model of the dispensers shall be approved by the Director of Culinary Services prior to installation.

END SECTION THREE

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 Market Basket Pricing: Bidders shall provide all information in hard copy. Attachment A shall also be sent electronically, in MS Excel format. (Section 1.9)

For items controlled by the Maine Milk Commission, bidders will use unit Minimum Wholesale Prices based on the Schedule of Minimum Wholesale and Retail Prices Effective May 2, 2010, Order # 05-10.

Products offered must be available throughout the term of the contract, unless a substitution is authorized by the University in accordance with the provision of Section 3.10.

- 4.2 Business Profile:

4.2.1 **No financial statements are required to be submitted with your bid**, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

4.2.2 **Provide** information on the company's sustainability and environmental protection programs. (Section 1.19)

- 4.3 Provide the name, telephone number, cell phone number and email address for your:

4.3.1 In-house sales contact:

4.3.2 Outside sales contact:

- 4.4 Provide payment / discount terms, if applicable. (Section 2.16)

- 4.5 Ordering Procedures: Provide ordering procedures and deadlines for next day delivery to University locations. Specify cut-off time or same day confirmation of orders.

- 4.6 Health Inspection Report: Provide a copy of the company's most recent health inspection report. (Section 1.4)

- 4.7 HACCP Program: Provide a copy of the company's HACCP certificate of compliance. (Section 3.15)

- 4.8 Date Coding: Provide date coding key, if applicable. (Section 3.8)

- 4.9 Payment Method: Indicate your ability to accept electronic payments. (Section 2.16.3)

- 4.10 References: Provide complete contact information for three references with a similar scope of required products and services.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

ATTACHMENT A – DAIRY PRODUCTS MARKET BASKET
SPECIFICATION AND BID SUBMITTAL SHEET

| Item # | Product Description | Specified Package Size | Quoted Package Size | Brand | Bidder's Product Code | 2009 Usage | Unit Price | Total Cost |
|--------|--|------------------------|---------------------|-------|-----------------------|------------|------------|------------|
| 1 | Milk, bulk, dispenser, white, skim, 5 gallons per bag in box | 5/gal bag | | | | 1,160 | | |
| 2 | Milk, bulk, dispenser, white, 2%, 5 gallons per bag in box | 5/gal bag | | | | 1,325 | | |
| 3 | Milk, bulk, dispenser, chocolate, 5 gallons per bag in box | 5/gal bag | | | | 1,050 | | |
| 4 | Cheese, cottage, nonfat, 5 lb container | 5 lb container | | | | 940 | | |
| 5 | Cheese, ricotta, unripened, 2 lb container | 2 lb container | | | | 1,040 | | |
| 6 | Cream, sour, 5 pound container | 5 lb container | | | | 1,310 | | |
| 7 | Yogurt, strawberry, low fat 5 lb container | 5 lb container | | | | 310 | | |
| 8 | Yogurt, blueberry, low fat 5 lb container | 5 lb container | | | | 1,210 | | |
| 9 | Milk, white, whole, homogenized, 14 oz. plastic container | 14 oz container | | | | 12,000 | | |
| 10 | Milk, white, 1%, homogenized, 14 oz. plastic container | 14 oz container | | | | 27,500 | | |
| 11 | Milk, 1% chocolate, homogenized, 14 oz plastic container | 14 oz container | | | | 25,050 | | |
| 12 | Dairy Ease, lactose free, fat free, Land O'Lakes, by the 1 quart | Quart | | | | 380 | | |

ATTACHMENT A – DAIRY PRODUCTS MARKET BASKET
SPECIFICATION AND BID SUBMITTAL SHEET

| Item # | Product Description | Specified Package Size | Quoted Package Size | Brand | Bidder's Product Code | 2009 Usage | Unit Price | Total Cost |
|--------|--|------------------------|---------------------|-------|-----------------------|------------|------------|------------|
| 13 | Milk, white, whole homogenized, 1 gallon plastic jug | Gallon | | | | 3,680 | | |
| 14 | Milk, white, 2%, homogenized, 1 gallon plastic jug | Gallon | | | | 3,092 | | |
| 15 | Milk, white, skim homogenized, 1 gallon plastic jug | Gallon | | | | 2,649 | | |
| 16 | Milk, cartons, chocolate, 2%, half pint | ½ pint | | | | 11,850 | | |
| 17 | Milk, cartons, white, low fat, 1%, half pint | ½ pint | | | | 5,250 | | |
| 18 | Milk, cartons, white, skim, half pint | ½ pint | | | | 2,050 | | |
| 19 | Cream, aerosol whipped cream, 14 oz can | 14 oz can | | | | 500 | | |
| 20 | Cream, half & half, 10% and up, quart | Quart | | | | 6,625 | | |
| 21 | Cream, heavy, 36% and up, quart | Quart | | | | 3,650 | | |
| 22 | Cream, light, 18% and up, quart | Quart | | | | 2,090 | | |
| 23 | Milk, Buttermilk, cultured, quart | Quart | | | | 750 | | |
| 24 | Lemonade, half pint | ½ pint | | | | 800 | | |
| | TOTAL | | | | | | | |