

REQUEST FOR PROPOSAL

**GROCERY, MEAT, FISH AND PRODUCE PRODUCTS
FOR THE
UNIVERSITY OF MAINE**

RFP #45-15

**ISSUE DATE:
FEBRUARY 27, 2015**

**PROPOSALS MUST BE RECEIVED BY:
MARCH 23, 2015**

MAIL OR DELIVER PROPOSALS TO:

Matthew Robinson
Office of Strategic Procurement
37 College Avenue
104 Anderson Hall
Gorham, ME 4038

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PROCUREMENT TIMETABLE

**Bidders are encouraged to read each section of the Request for Proposal thoroughly.
While sections may appear similar, additional information may be included as
applicable within each section.
It is the responsibility of the bidder to understand the requirements of each section.**

**Note: The procurement timetable represents the University of Maine's best estimated schedule.
Contract start date may be subject to change.**

Activity	Scheduled Date
Distribution of RFP	February 27, 2015
Deadline for Receipt of Written Questions	March 11, 2015
Deadline for Posting of Responses to the University of Maine System Website	March 16, 2015
RFP Response Due Date	March 23, 2015
Proposal evaluation period	March – April 2015
Contractor selection	May 2015
Contract Start Date	July 1, 2015

The University of Maine System, acting through the University of Maine and its Auxiliary Services, is seeking proposals from experienced and qualified vendors to provide groceries, meat and poultry, fresh and frozen fish products and produce, fresh and prepared.

SECTION ONE

1.0 GENERAL INFORMATION

- 1.1 Definition of Terms: The University of Maine will hereinafter be referred to as the "University." Respondents to the Request for Proposal (RFP) shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

Additional Terms:

- 1.1.2 Laid-in Cost (also called Landed cost) is the manufacturer's invoice cost to the distributor plus any applicable freight charges. The laid-in cost is calculated by taking the last invoice cost charged to the distributor on a manufacturer's invoice, less any product specific allowances, reflected on the invoice, plus applicable freight costs. Cost is not reduced by non-product specific allowances such as cash discounts, freight pick up allowances, label allowances and growth or other performance-based incentive to reach final University net cost.
- 1.1.3 Off-invoice Allowance/Deviation refers to a customer specific allowance discount negotiated with a manufacturer for a specific dollar amount for a specified time frame. This would include but not be limited to allowances given to non-profit organizations, colleges and universities. An off-invoice allowance is deducted from the University net cost to arrive at the University adjusted net cost.
- 1.1.4 Percent Mark-up is the percentage applied to the laid-in cost to determine the delivered price to the University. This percentage would represent all elements of the contracted price. It would typically consist of the distributor's projected overhead: packaging costs, delivery cost, storage and any other projected expenses associated with the distributor's function and anticipated profit. Fuel surcharges will not be allowed for the duration of the contract.
- 1.1.5 University net cost is the cost to the University for the product after the percent markup is added to the laid-in cost of the distributor.
- 1.1.6 University Adjusted Net Cost is the cost to the University after subtracting any negotiated off-invoice allowances. This would be calculated by taking the laid-incost, applying the percent markup for that product category, then subtracting any negotiated off-invoice allowances.
- 1.1.7 Rebates or Direct Rebates shall refer to revenues, points or discounts that are redeemed after proof of purchase is provided. The term Rebate includes but is not limited to the following programs or types of programs: general manufacturer rebates, coupon programs, frequent buyer, Star Awards, Value Plus, CURB and distributor's own rebate programs. Rebates are to be paid directly to the University and are exclusive of the Purchase Price.
- 1.2 General Information: 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 Request for Proposal outlines and describes the products and services expected by the University. The objective of this RFP is to select a contractor or contractors to provide groceries, including frozen, canned, dry and dairy products, meat and poultry, fresh and frozen fish products and produce for dining and catering requirements. Lists of the highest usage items for each category are provided in Schedules I - IV for market basket pricing. Bidders may choose to submit proposals for any or all schedules. The contract(s) shall not be limited to the items listed on the Schedules. The University shall require the availability of a complete line of groceries, meat and poultry, fish products and produce in addition to the items listed on the Schedules. Approximate spending totals for each of the food categories in fiscal year 2014 are as follows:

These totals are estimates of future spending. The University makes no guarantee of any volume or dollar purchases throughout the term of the contract or contracts.

Dining locations include four full-service facilities; The Bear's Den at Memorial Union, Wells Dining and Conference Center, Hilltop, and York, as well as a food service location at Fogler Library and concessions at athletic events. The resulting contract or contracts shall also be extended to the University of Maine Children's Center.

- 1.3 Alternates: Unless the item is identified as "No Substitute" in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidder 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 of Maine, 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 of Maine 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 proposal non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name products referenced in the solicitation.
- 1.4 Award: The University may award this proposal by schedule, by groups of schedules, or all to one vendor, whichever is in the University's best interest. 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 proposals, in whole or in part, and is not necessarily bound to accept the lowest proposal if that proposal 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 proposals. A proposal may be rejected if it is in any way incomplete or irregular. When there are tie proposals, there shall be a preference for "in-state bidders". When tie proposals are all in-state or all out-of-state, the award will be made to the proposal that arrives first in the Office of Strategic Procurement.
- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have

received a copy of the RFP. 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 March 11, 2015.

Written inquiries shall be made by email to: Matthew Robinson
Manager of Strategic Sourcing
matthew.j.robinson@maine.edu

Please do not contact Dining Services directly with inquiries to this RFP.

- 1.6 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to cost, quality of products, service, ability to meet specifications, responsiveness to terms and conditions, company profile, warehouse sanitation (submission of last health inspection report) and compliance with HACCP/AIB, software compatibility, and references.
- 1.7 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 Dining Services
5734 Hilltop
University of Maine
Orono, ME 04469-5734

- 1.8 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 Director 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 proposal 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 proposal 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 Purchasing Department in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #45-15

- 1.9 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor

must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

- 1.10 Quantities/Alternative Purchases: The quantities shown on the schedules 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 adjust the estimated quantities in order to participate in opportunity purchases offered by secondary food markets.

The University may also purchase locally-grown food directly from the producer for purposes of promoting Maine products in conjunction with Dining Services Educational Programs, Farmers' Markets, and Catering operations. Specialty products such as vegetarian or special diet items may be purchased from other sources if they are not available at a reasonable price from the Contractor.

- 1.11 Products Specified: The Market Basket Schedules represent the highest-volume items purchased for a 12-month period. The schedules are provided by the University for the convenience of bidders in preparing proposals and will be used by the University to evaluate product lines and pricing. The contract will include other items which are not represented on the schedules. All items will be subject to the same pricing, terms and conditions as specified in this document.

- 1.12 Proposal Submission: In order for a bidder's response to be considered, a **SIGNED** original, and 4 (four) hard copies and a digital copy (.pdf) on a flash drive must be submitted to the Office of Strategic Procurement, 37 College Avenue, 104 Anderson Hall, Gorham, ME 04038, in a sealed envelope no later than March 23, 2015. Normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the deadline because of 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. Postmarking by the due date WILL NOT substitute for receipt of proposal. In the event of suspended University operations, proposals will be due the next business day. Bidders may wish to call 207-780-4800 to determine if University operations have been suspended. Additional time will not be granted to any single bidder, however additional time may be granted to all vendors when the University determines that circumstances require it.

Bidders shall provide market basket pricing electronically in addition to the hard copy. The electronic file will be sent to all bidders receiving the RFP. Bidders shall contact Matt Robinson for a copy of the file if it has not been provided. This file must not be altered in any way other than inserting data in the appropriate fields.

FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED with the exception of the electronic file for market basket pricing. This file only shall be sent by email on or before the due date to matthew.j.robinson@maine.edu with the subject line identified as RFP # _____. To be considered, this file must be received by the proposal due date and time. Late email submissions of the market basket file will not be considered.

The envelope for the complete proposal must be clearly identified on the outside as follows:

Name of Bidder
Address of Bidder

Due Date
RFP #

- 1.13 On-Site Presentations: After the preliminary evaluation of responses, the University may request on-site presentations by selected bidders to provide clarification of proposals.
- 1.14 Costs of Preparation: Bidders assume all costs of preparation of the proposal and any presentations necessary to the RFP process.
- 1.15 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder 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.
- 1.16 Proposal Understanding: By submitting a proposal, 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 the bidder's response.
- 1.17 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 60 days from the due date of the proposal.
- 1.18 Sustainability and Green Campus Initiatives: Please refer to Appendix A

SECTION TWO

2.0 CONTRACT TERMS AND CONDITIONS

- 2.1 **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.
- 2.2 **Availability of Funds:** It is understood and agreed between the parties herein that the University shall be bound only to the extent of the funds available or which may become available for the purpose of this agreement.
- 2.3 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide 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 20 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) days written notice, terminate the contract.

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 Finance and Purchasing Manager for Dining Services or designee shall be the University's authorized representative in all matters pertaining to the administration of the contract terms and conditions. The Director of Dining Services shall be the primary contact for all matters pertaining to products and food operations.
- 2.5 **Contract Documents:** If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Proposals, the signed proposal 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.
- 2.6 **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 submitted in writing to the University's Manager of Strategic Sourcing for Facilities and Transportation. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.7 **Contract Term:** Contingent upon satisfactory performance and compliance with specifications, the contract term shall be for a period of three (3) years commencing on July 1, 2015 and ending June 30, 2018. With mutual and written agreement, this contract may be extended for two (2) additional one-year periods.
- 2.8 **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. The University reserves the right to audit the Contractor's records to verify

the data. Data may include, but may not be limited to, dollar volume, items sold, and services rendered.

- 2.9 Manufacturers Rebates: The University participates in rebate programs offered through and tracked by HPSI. The Contractor shall provide monthly reports to HPSI for all products purchased by the University. HPSI will collect rebates from the manufacturers on behalf of the University. For more information on HPSI please visit the HPSI website at: <http://www.hpsinet.com>. Questions about University rebates shall be directed to the Finance and Purchasing Manager for Dining Services
- 2.10 Manufacturers Specific/Custom Rebate Program: Whenever possible the University prefers that all rebates are reflected on the invoice and deducted at time of purchase for rebate programs which the manufacturer offers specifically to the Contractor or to the University.
- 2.11 Audit Procedure: The Contractor shall extend audit privileges to the University or to its designated representative. Audits are defined as: the verification of program pricing policies and other pertinent data to determine the sell price and percentage markup over true (acquisition) cost. The University reserves the right to audit with a minimum notice of seven (7) days, to verify contract compliance. It is the intent of the University to audit twice annually. The University reserves the right to audit more frequently, and without notice, if any audit indicates discrepancies between contract parameters and actual mark up. The Contractor shall supply upon request access to any and all verifications of Contractor costs, freight charges, promotional allowances, sell prices, and percentage mark ups as they relate to this contract. The University will provide the Contractor with listing of products and date of pricing period to be verified. All audits will be conducted in accordance with the university's auditing standards.

The University's auditing procedures will verify and analyze at a minimum the following areas.

- Dining Service invoice price versus the Contractor's price
- Difference between contract mark-up and actual mark-up
- Manufacturer allowances/rebates reflected in University prices
- Manufacturer pricing versus Contractor laid-in cost including freight

If it is determined that the Contractor has overcharged the University, the Contractor shall be liable for the retroactive overcharges and all expenses incurred in a comprehensive audit of the University invoices.

- 2.11.1 The University will monitor and audit the following areas to evaluate the Contractor's performance:
- Percentage of items substituted
 - Percentage of items shorted
 - Adherence to product specifications
 - Program pricing compared to other programs available in the marketplace
 - Delivery
- 2.12 Contact Information: The Contractor will provide to each Dining Service location receiving products under this contract the name and telephone number of the company sales representative who may be contacted Sunday through Friday, 8:00 a.m. to 4:00 p.m., exclusive of holidays. Company representative shall have primary responsibility for processing and correcting all variances in the performance of this contract and shall be

authorized to accept emergency and special orders. The Contractor must notify the Director of Culinary Services when the regular sales representative is on vacation and identify the individual acting in his/her absence.

2.13 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, including transgender status or gender expression, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

2.14 Indemnification:

2.14.1.1 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 attorneys' fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.

2.14.1.2 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.

2.15 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 of Maine System has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.

2.16 Contractor's Liability Insurance: During the term of the contract, 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)	\$5,000,000 (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired and Non-Owned)	\$5,000,000 (Bodily Injury and Property Damage)
3. Workers Compensation	In compliance with 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 shall be filed with:

Purchasing Department
University of Maine
5765 Service Building
Orono ME 04469-5765

Certificates of Insurance must be received prior to the date of performance under the contract. 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 ME 04401

It is the responsibility of the Contractor to assure that similar coverages are in place for all persons or companies working for the Contractor.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

- 2.17 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.
- 2.18 Deliveries: The Contractor shall have delivery services for all products available to the University five (5) days per week, Monday to Friday however some product segments will not require daily deliveries. All deliveries must be completed prior to 11:00 a.m. Changes in the delivery schedules will be permitted during holidays and extended breaks. The Contractor shall be responsible for notifying the University at least 1 week before any change in the delivery schedule due to holidays and 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 Dining Services.
- 2.19 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.
- 2.20 New Product Line Warehousing: The Contractor will make every effort to stock new product lines as determined by the University so as to satisfy the need of Dining Services operations and its customers. The Contractor must furnish literature, technical data, and a reasonable

quantity of samples to accomplish proper new product evaluations, as requested by the University.

- 2.21 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 Dining Services. If a shortage for an order occurs, the Contractor shall inform the Director of Dining 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 Dining Services authorized designee prior to shipment. In the event of an approved product substitution, the resulting invoice sell price will reflect a price not higher than the monthly or weekly sell price determined by the contract agreement for the original item. If an approved substitution costs less than the original product, the substituted product shall be invoiced at the lower sell price.
- 2.22 Case Splitting: Contractor must split cases, if necessary and requested by the University. No case break fee will be applied when this is requested.
- 2.23 Shut down/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 it's 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 inventory 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.
- The Bear's Den and Catering Services at Wells remain open during shut down periods and service must be provided during those times.
- 2.24 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.
- 2.25 Packaging: All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description, quantity and purchase order number. Cartons and carriers used to transport products from the Contractor's plant shall be clean and sanitary at all times.
- 2.26 Packing Slips: All charges must be prepaid and material delivered to the location specified. Merchandise must be accompanied by delivery slip or packing list, in duplicate, and must include the purchase order number and individual product code number for each item purchased. All deliveries must be received and signed for by the approved Dining Services Receiving Clerk on duty. Packing slips will be issued separately to each Dining Service location for products delivered to that particular location.
- 2.27 Payment: Payment will be upon submittal of an invoice to Auxiliary Services by the Contractor on a net 30 basis unless discount terms are offered. All Invoices must include the purchase order number.
- 2.27.1 An authorized Dining 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.

- 2.27.2 Delivery drivers shall adjust invoices for damaged merchandise, incorrect goods, and/or price discrepancies at time of delivery. Damaged, inferior or incorrect deliveries are to be returned at the time of delivery or if discovered after delivery, shall be picked up on the next scheduled delivery.
- 2.28 Software On-Line Ordering and Inventory System: The Contractor will be responsible for all fees associated with maintaining the University Dining Services inventory system to mirror that of Contractor's system. The University Dining Services uses a menu management system (currently Eatec and subject to change) and relies on the transfer of Electronic Data Interchange (EDI) files between the Contractor and the University. The Contractor's system shall be compatible with menu management systems and shall be EDI compliant by providing an FTP server where files could be sent to and received from. For purchasing purposes, the Contractor shall be able to process EDI 850 P/O files, and upon successful processing of the order, shall return an EDI 855 P/O acknowledgement file to the University. In addition, for price or product updates, the Contractor shall provide an EDI 832 price/sale catalog for the University to import into the University's menu management system.
- All product code changes must be submitted in writing to the Director of Dining Services one week prior to the effective date of the change. Out of stock occurrences, incorrectly identified items, and inaccurate pricing due to product code changes that are not received one week prior to the change will not be acceptable.
- Special consideration to the software requirements will be made on a case by case basis and will require approval by the Finance and Purchasing Manager for Dining Services. Vendors seeking exception must be pre-approved in advance of providing a proposal by the Finance and Purchasing Manager for Dining Services through Strategic Sourcing by sending a consideration request by email to matthew.j.robinson@maine.edu.
- 2.29 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 581-4047.
- 2.30 Sexual Harassment: The University of Maine 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 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 the University's Director of Equal Opportunity, North Stevens Hall, 581-1226.
- 2.31 Smoking Policy: The University 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 has prohibited smoking in all University System buildings except in designated smoking areas. This policy applies to faculty, staff, 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 is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

Additional information regarding the tobacco free campus policy is located at:
<http://umaine.edu/tobaccofree/>.

- 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 unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the Contract Administrator.
- 2.33 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.
- 2.34 Fixed Markup: The quoted markup shall remain firm for the term of the contract.
- 2.35 Implementation: The University reserves the right to place orders from the current contractor(s) for a period up to two months after the contract start date with the awarded contractor(s). This allows the new contractor(s) to establish an inventory on new items without causing a disruption in service to the University.

SECTION THREE

3.0 SPECIFICATIONS

- 3.1 Compliance with Specifications: All shipments of food products to the University must comply with and strictly adhere to the specifications.
- 3.2 USDA Grades and Inspection: Grades are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service. Food products supplied to the University must be of the grade indicated for the item. USDA Inspection Grading and Inspection Certificates may be acquired where it is in the best interest of the University. Most recent copies health inspection reports are to be submitted with the proposal, as requested in 4.16. It is the responsibility of the Contractor to contact the USDA and arrange for inspection of the items which require inspection certificates. The cost for inspection and stamping of required products is the responsibility of the Contractor.
- 3.2.1 All products must meet or exceed USDA or industry standards. The delivered product must meet the grade at the time of delivery to the University of Maine Dining Services operation. When delivered products appear to be below the grade of the product specified, Dining Services reserves the right to return the product for full credit or shipment of new product. If the delivered products appear to fall below the grade specified on a regular basis, Dining Services reserves the right to submit items in doubt to the nearest USDA office for official inspection and grading. The Contractor shall be responsible for the cost of the inspection. Immediate product inspection will be made at the point of delivery by the Dining Services receiving staff.
- 3.2.2 The interpretation of descriptive terms of grade shall be in accordance with the USDA standards for grade in effect on the date of the invitation for proposal.
- 3.2.3 If higher grade products are offered for delivery in lieu of those specified, it shall be acceptable providing all other requirements are met.
- 3.3 Product Sanitation: All products shall be packed and prepared under sanitary conditions and in accordance with good commercial practices.
- 3.4 Warehouse Location: The Contractor shall indicate in its proposal the address of the warehouse which will store products to be furnished under this contract. It is understood that unless specifically approved by the University, all products furnished hereunder shall be warehoused in facilities owned and operated by the Contractor.
- 3.5 Health and Sanitation Code: The Contractor's premises, equipment, supplies, and warehouse facilities shall be maintained, throughout the life of the contract, in conditions satisfactory to the University and in compliance with the State of Maine Health and Sanitation Code. The Contractor and its employees shall adhere to the highest standards of cleanliness and sanitary practices in the performance in the preparation, service, transportation, and storage of food and related items.
- 3.6 Facilities and Operations Inspection: All Contractors operations, as outlined in this section and in conjunction with this contract, 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.
- 3.7 HACCP and AIB: HACCP, or Hazard Analysis Critical Control Point, is a system used to control biological, chemical, and physical hazards associated with foodservice systems. This is accomplished by identifying potential hazards at specific points within the flow of food and

preventing, eliminating, or reducing them to safe levels. The National Restaurant Association and Food and Drug Administration recommend that all foodservice facilities develop a proactive HACCP system. In doing so, facilities will be able to greatly reduce the risk of food-borne illness outbreak by: Identifying potentially hazardous foods and problematic procedures; establishing control measures to reduce risk; monitoring these control measures; and verifying food safety through documentation.

This includes purchasing foods only from suppliers who utilize the HACCP system to minimize risks associated with processing, storing, packing, and shipping potentially hazardous foods. To reduce the risk of food-borne illness outbreaks and enable Dining Services to maintain its HACCP program, it is therefore required that any supplier providing food to The University of Maine Dining Services be HACCP compliant, and AIB (American Institute of Bakers) monitored.

3.8 Recall Notice: The Contractor must, upon receipt of a recall notice from the manufacturer or government, for any item, even if not currently purchased by the University, notify the Director of Dining Services immediately. The Contractor shall facilitate the timely return and credit of all recalled product.

3.9 Additional specifications for Meat & Poultry Products:

3.9.1 Inspection: All meats, poultry, prepared meats, meat food products, and meat by-products (as defined in Rules and Regulations of the Department of Agriculture Governing the Grading and Certification of Meats, Prepared Meats, and Meat Products) covered by these specifications must originate from animals which were slaughtered or from product items which were manufactured or processed in establishments regularly operated under the supervision of the Meat & Poultry Inspection Program (MPIP) of the Consumer and Marketing Service (C&MS) of the United States Department of Agriculture *USDA) or under any other system of meat inspection approved by the Consumer and Marketing Service of the USDA.

3.9.2 Ordering Data: The University will requisition product items by specifying the item number, name, and the desired options such as grade or selection, weight range, formula, state of refrigeration, etc., indicated in each specification. Products must be offered for delivery on such basis by the Contractor, subject to official examination, acceptance, and certification by USDA meat graders or other designated personnel. The examination, acceptance, and certification of products by the USDA shall be in accordance with USDA Meat Grading instructions.

3.9.3 Certification: In connection with the issuance of meat grade certificates, one or more kinds of official USDA meat grade certificates will be involved depending on whether the product is for delivery chilled or frozen.

- Products for Delivery Chilled: When products are to be delivered chilled, an official final certificate will be issued by the responsible USDA meat grader to cover all factors and details of the products.
- Products for Delivery Frozen: When products are to be delivered frozen, the responsible USDA meat grader will issue an official preliminary certificate, identified as such, to cover all factors and details of the chilled product prior to freezing. The responsible USDA meat grader will issue an official final certificate covering all factors and details of the frozen product prior to leaving for delivery.

The University may require the Contractor to supply copies of all final certificates. The cost of the examination, acceptance, and certification shall be paid by the Contractor.

- 3.9.4 Time Limitation: Products prepared for delivery under a purchase order shall not be offered to USDA meat graders for examination and acceptance more than 72 hours before shipment.
- 3.9.5 State of Refrigeration: The detailed specifications for the various products indicate two different states of refrigeration. These are defined as follows:
- Chilled: Chilled products are those which, promptly after preparation and in accordance with good commercial practice, are thoroughly chilled (but not frozen or defrosted) to an internal temperature of not higher than 50F. They must be held in suitable temperatures (32F to 39F) and must be in excellent condition at the time of delivery.
 - Frozen: Products to be delivered frozen must be promptly and thoroughly frozen in suitable and reasonable uniform temperatures no higher than 0F. Products thus frozen must be maintained and delivered in a solidly frozen state. The products must show no evidence of defrosting, re-freezing, freezer burn, contamination, or mishandling.

When the state of refrigeration is not specified on the purchase order the product must be maintained and delivered chilled.

3.10 Additional specifications for Fresh & Frozen Fish and Seafood:

- 3.10.1 All products shall be packed, labeled, and conform in every respect to the provisions of the U.S. Department of the Interior, and regulations promulgated thereunder.
- 3.10.2 Fresh fish must have skin that is bright and shiny; no loose scales, red inside the gills; firm flesh that bounces back when pressed; bright bulging clear eyes; no strong odors, no slime.
- 3.10.3 Frozen fish must have the typical flavor of the indicated species of fish when cooked; be free of staleness, off flavor, bitterness or rancidity. Appearance will have no yellowing, blood spots or discoloration. Texture will be firm, slightly resilient but not tough or rubbery, moist but not mushy. There will be no dehydration. Fillet pieces should be of uniform size.
- 3.10.4 Fresh shellfish will be alive when delivered and should appear healthy and active with appropriate reaction to touch and movement. The exception will be shrimp, which will be iced.
- 3.10.5 Frozen shellfish will have a flavor and odor characteristic of the species and be free from staleness, off flavors and off odors of any kind. There will be no dehydration. Pieces must be of uniform size. There will be no shell fragments in the cooked state. Product will be firm with no off odor. Pieces will separate easily.
- 3.10.6 Breaded seafood products must contain the appropriate proportions of bread to seafood product specified on the order. Species of seafood will be the variety specified on the order. Breaded seafood products will have: moderate loose

breeding, ease in separation, uniform size and weight portions, no discoloration, lack of coating defects, no bones, firm fish flesh, and no blood spots or off odor.

3.10.7 All fresh fish shall be packed in plastic rectangular tubs. Product shall be processed in a plant with certified HACCP standards.

3.10.8 Lobsters shall not be included in this contract.

3.11 Additional specifications for Fresh and Prepared Produce

3.11.1 No produce treated with sodium bisulfate shall be delivered without the prior written consent of the Director of Dining Services.

3.11.2 All produce that requires ripening (e.g. tomatoes, bananas) shall be ripened at the Contractor's plant in properly designated rooms under the Produce Marketing Association's (PMA) guidelines. Product shall only be accepted at Dining Services locations in the degree of ripeness so designated in the specifications.

3.11.3 Prepared Product Packaging: Fresh prepared produce shall be packaged using modified atmospheric packaging (MAP) to inhibit spoilage.

3.11.4 Certified Organic Products: The University will occasionally request certified organic products. To be labeled organic, all fresh or processed foods sold in the U.S., including imports, must be produced according to the national organic standards and certified by an inspection agency accredited by the USDA. Proof of certification must be evident.

SECTION FOUR
PROPOSAL FORM

Bidders shall provide proposals in hard copy and shall also provide market basket pricing electronically.
This sheet must be printed and completed for submission.

(See Section 1.12 for submission instructions)

4.1 Provide the Percentage Markup for each of the following categories.

Schedule	Product	Markup
I	Grocery (Canned, Dry, Frozen, Dairy) Percentage Markup	
II	Meats, Poultry Percentage Markup Per Pound	
III	Fish, Seafood Percentage Markup Per Pound	
IV	Produce, Fresh and Prepared Percentage Markup	

4.2 Market Basket Pricing: Provide the laid-in cost and total extensions for each item on the Market Basket Schedules both electronically and in hard copy. Laid-in cost refers to the most recent cost to the bidder and shall not include allowances or rebates. All prices quoted shall be converted to the University's specified unit of measure.

The University cost per unit shall include laid-in cost, plus any applicable freight, and markup.

Upon the request of the University, short-listed bidders shall provide copies of all invoices used to determine market basket quotes. Each invoice shall be numbered with the specific Item Number and Schedule number to which it refers. Invoices shall be dated no earlier than **two weeks prior to the bid deadline**. If an invoice cannot be provided, bidder shall have obtained a price quote within the two weeks prior to the bid deadline for the item and shall submit a copy of the quote as documentation. Please do not send copies of invoices unless requested.

4.3 In House Sales Person Name: _____

Title: _____

Telephone Number: _____ Ext. _____

4.4 Outside Sales Person Name: _____

Title: _____

Telephone and Cell Numbers: _____

4.5 Problems & Emergencies: (provide 3 representatives)

Name and Title: _____

Telephone/Cell Number: _____ Ext. _____

Name and Title: _____

Telephone/Cell Number: _____ Ext. _____
Name and Title: _____

Telephone/Cell Number: _____ Ext. _____

4.6 Terms of Payment: _____

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.

Details: _____

4.8 Delivery Person:

Name: _____
Telephone Number: _____
Address: _____

4.9 Procedures for Increasing and decreasing orders and deadlines for changing orders: _____

4.10 Location of Warehouse for products delivered under this contract: _____

4.11 Is your Software System EDI compliant with menu management systems? Yes No
Please include detailed information about your system.

4.13 Provide HACCP Compliant plan and documentation of AIB inspection if applicable.

4.14 Product List/Catalog: Provide a complete product list and/or catalog including code numbers.

4.15 Business Profile:

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

4.13.2 Please submit with your proposal any information about the company's sustainability and environmental protection programs.

4.16 Enclose a copy of the company's most recent health inspection report.

4.17 Provide information on custom rebate programs available to the University.

- 4.18 References: Provide a list of three references including contact names and telephone numbers. These references should be organizations the bidder has provided services and products to within the past three years similar to the scope of the University's requirements in this RFP.
- 4.19 A completed Signature Page must be submitted with responses.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

Schedule 1: Frozen, Canned, Dry, and Dairy
University of Maine Request for Proposal

Item #	Description / Specification	Pack/size	Manufacturer	Manufacturers ID Number	Invoice Number	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Manufacturer's Stock Number	Pack/Size	Your Order Number
1	PIZZA CHEESE SCRATCH RDY 16"	9/16"	VILAPRM	74795				1788					
2	SAUCE MARINARA	6/#10	FULLRED	1704				1043					
3	SHORTENING LIQ ZTF PREMIUM	1/35 LB	MELFRY	16502-MFY				1014					
4	KETCHUP FANCY POUCH DISPENSER	2/1.5 GAL	HEINZ	78000075				906					
5	POTATO FRY SKON 3/8 PHANTM PL(to include assorted cuts:i.e.krinkle kut,3/8", sweet potato, spicy, spiral [McCain brand])	6/5 LB	SYS IMP	SYO03108				3635					
6	PIZZA CHEESE CLSC CRUST	36/7"	FRSHETA	73020				884					
7	EGG SHELL LG WHITE PASTUSDA A	1/15 DZ	WHLFARM	74865632843				1073					
8	ONION RING BTRD TORTILLA FLOUR WHT ALL NAT 10", TRANS FF(to include assorted flavors; wheat, tomato, spinach, garlic & herb, gluten free); also provide 12", TORTILLAS	1/10 LB	CNTRY A	33028				686					
9	TRANS FF, in said flavors BAGEL PLAIN PARBK (to include assorted flavors; cin/raisin, berry, french toast, everything, onion, sesame)	10/12 CT 45/4 OZ	MAR&RIC ORIGBGL	21001014 45101				1725 1764					
11	CHEESE AMER 160 SLI WHHT	4/5 LB	BBRLCLS	6698021				794					
12	EGG SCRAMBLE BAG	6/5 LB	BRKOMRN	2900003181				371					
13	PASTA TORTELLINI CHS TRI COLR	2/5 LB	PEDEBRO	12217				417					
14	CEREAL COCOA PUFF	4/35 OZ	GM	11999000				219					
15	BREAD PANINI RUSTIC SLI	6/3 LB	TURANO	8447				382					

Item #	Description / Specification	Pack/size	Manufacturer	Manufacturers ID Number	Invoice Number	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Manufacturer's Stock Number	Pack/Size	Your Order Number
16	POTATO TATER TOT VERSITOT	6/5 LB	ORE IDA	OIF00215A				356					
17	RASPBERRY RED WHOLE IQF	2/5 LB	SYS CLS	16405				332					
18	ICE CREAM VAN (to include assorted flavors)	1/3 GAL	WHLFREL	3319				1880					
19	DRESSING RANCH (to include assorted flavors)	6/32 OZ	KENS	KE0777ZY				1563					
20	BREAD FOCACCIA A SIAGO	12/5 OZ	PANDORO	1983				324					
21	BEAN GREEN WHL POLY FROZ	12/2 LB	SYS CLS	0				218					
22	CROISSANT MARGARINE RND SLI	64/2 OZ	BKRSOLS	5749824				317					
23	BREADSTICK FRENCH PARBAKED	120/1.8 OZ	RICHS	87783				234					
24	CHEESE CREAM ORIG SPREAD CUP	100/1 OZ	PHILA	3717279				604					
25	GUACAMOLE CALIFORNIA HPP FRZ	12/1 LB	CASASOL	189318				314					
26	CEREAL CINNAMON TOAST CRUNCH	4/45 OZ	GM	11813000				314					
27	TOAST FRENCH STICKS B TRD	5/2 LB	SYS REL	41410877				291					
28	PASTA RAVIOLI CHS MED	3/2.5 LB	PEDEBRO	12200				289					
29	SAUCE TERIYAKI	2/1 GAL	SCHLTTR	57-2500				283					
30	TUNA LIGHT SKPJCK PPOUCH PK	6/43 OZ	INTLCLS	3494226				202					
31	MANGO CHUNK IQF	2/5 LB	ORCHDEL	361684				279					
32	DOUGH COOKIE CHOC CHIP (to include assorted flavors)	240/1.5 OZ	JLAQLINE	38124				401					
33	CEREAL LUCKY CHARMS	4/35 OZ	GM	11998000				274					
34	POTATO HASH BRN GLDN PTY	120/2.25 OZ	ORE IDA	OIF00569A				272					

Item #	Description / Specification	Pack/size	Manufacturer	Manufacturers ID Number	Invoice Number	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Manufacturer's Stock Number	Pack/Size	Your Order Number
35	DOUGH PIZZA 16" RLD EDGE SHTD	1/12 CT	PRPERF	73087				267					
36	OIL OLIVE POMACE ITALY	3/1 GAL	AREZZO	18643				271					
37	FLOUR UNBLCHD REXROYAL	1/50 LB	GOLDMDL	57151000				463					
38	MILK SOY CHOC BAG (to include vanilla)	1/2.5 GAL	SILK	1302417				393					
39	SUGAR GRANULATED XFINE CANE	1/50 LB	SYS CLS	403434				263					
40	SAUCE PESTO WO PIGNOLIA NUT	3/30 OZ	CARLAS	1404				252					
41	CHEESE CHEDDAR JACK FTHR SHRED	4/5 LB	CASASOL	10997CS				393					
42	PICKLE DILL LENGTHWISE SNDWICH	1/2 GAL	BBRLCLS	9215640185				249					
43	BATTER MUFFIN BLUBRY PF (to include assorted flavors)	36/4.25 OZ	BAKNOJY	8170210				617					
44	CHIP POTATO RIDGED REG	8/16 OZ	RUFFLES	47736				236					
45	TORTILLA FLOUR PRSSD 6" FRSH	24/12 CT	CASASOL	111200-894				235					
46	CORN WHL KERNAL	3/10 LB	SYS REL	3837051				233					
47	ICING RTU VANILLA BUTTERCREAM	1/25 LB	KARP	4610				215					
48	EGG WHL LIQ FRSH W/ CITRIC	15/2 LB	WHLFCLS	8135294063				1575					
49	BREADSTICK CHEESE WGRF	108/7"	BOSCOS	1619901				141					
50	EGG HARDBOILED WHL PEEL SEL	1/10 LB	WHLFCLS	6652228				493					

**Schedule I: Meat and Poultry Products
University of Maine Request for Proposal**

Item #	Description / Specification	Pack/size	Manufacturer	Manufacturers ID Number	Invoice Number	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Manufacturer's Stock Number	Pack/Size	Your Order Number
1	BEEF PATTY 4/1 GRND THIN FROZEN, 80/20 (to include 3/1 patty)	40/4 OZ	LOCAL (Maine Grind)					1389					
2	HAM WATER 35% FC 4X6 GF	1/13 LB	HORMEL FOODS	33371				608					
3	BEEF ROAST C/OFF SEL MED RARE	1/12 LB AVG	KAYEM FOODS	2817				490					
4	SAUSAGE PATTY 1.5 OZ FC FZ	1/12 LB	CONAGRA FOODS	314828				484					
5	BEEF GRND 90/10 FINE	4/5 LB	PLYMOUTH BEEF	11090				499					
6	BEEF STK SLOD 10% MAR TFF BULK	2/5 LB	ADVANCE PIERRE FOODS	293477				449					
7	CHICKEN TNDR FRITTER FZ	2/5 LB	TYSON	415191				3683					
8	CHICKEN BRST FIL B/S FC FZ	44/3.64 OZ	ADVANCE PIERRE FOODS	275-040				1365					
9	CHICKEN BRST FAJITA STRIP 3/8	2/5 LB	JOHN SOULES FOODS	402925				2365					
10	CHICKEN WING JUMBO APPROX 105	2/5 LB	TYSON	2638-928				1042					
11	TURKEY BRST BRWND IN OIL SKNLS	2/9 LB AVG	BUTTERBALL	2265591125				930					
12	BEEF TACO FILLING R/F REDUJ_SOD	4/5 LB	JTM PROVISIONS CO	42620				436					
13	TURKEY BRST RTC FOIL ROAST FZ	2/10 LB AVG	BUTTERBALL	891756				405					
14	PORK LOIN C/C BNLS STRP-ON	6/8 LB AVG	UNIPRO JBS PORK PLT	79230				173					
15	MEATBALL BEEF TRD TNL .5 OZ FC (to include 1 oz meatballs)	2/5 LB	ROSINA FOOD PRODUCTS	257961				268					

Item #	Description / Specification	Pack/size	Manufacturer	Manufacturers ID Number	Invoice Number	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Manufacturer's Stock Number	Pack/Size	Your Order Number
16	BACON 18-22 L/O HCKRY SMKDFZ	1/15 LB	TYSON	209173-928				389					
17	BEEF TOP RND DNUJCH	3/18 LB AVG	UNIPRO IBP PLT	6187				121					
18	CHICKEN BRST SNG B/S RTC IOF	48/4 OZ	KOCH FOODS	370240				1261					
19	BEEF FLANK STK SEL PLD DOM	7/9 LB AVG	UNIPRO CARGILL PLT	19341				100					
20	CHICKEN 8 PC MAR & TRMD CVP	16/3 LB AVG	KOCH FOODS	29790				206					
21	BACON RND FC	2/96 CT	TYSON	266363				372					
22	SAUSAGE TURKEY LINK 3.5" RAW	160/1 OZ	JEANNIE O	6142				120					
23	FRANKS 8/1 AM 6" TFF	2/5 LB	KENT QUALITY FOODS	157484				456					
24	CHICKEN WHI DARK DICED FC 1/2"	2/5 LB	PILGRIMS PRIDE	197448				369					
25	CHICKEN POPCORN BRD RTC FZ	20 LB	JAFCO					418					

Schedule III: Fresh and Frozen Seafood
University of Maine Request for Proposal

Item #	Description / Specification	Pack/size	Manufacturer	Manufacturers ID Number	Invoice Number	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Manufacturers Stock Number	Pack/Size	Your Order Number
1	SALMON FIL 3-4 LB SKN-ON CI	1/10 LB	BRISTOL SEAFOOD	SAADMIOS				632					
2	SHRIMP WHI 71-90 RPDT/OFF FZ	5/2 LB	AQUA STAR USA	1725732				162					
3	TILAPIA FIL 5-7 OZ C-O B/S VP	1/10 LB	IPAP EMPIRE SEAFOOD	858049				150					
4	CLAM STRIPS BRD FRIED FZ	1/6 LB	SEA WATCH MID ATL	A647				162					
5	COD FIL 2 OZ BITRD DOM FZ	2/5 LB	HIGH LINER FOODS USA	4202				121					
6	SHRIMP BRD 50 TO 130 POPCORN	4/3 LB	TAMPA MAID FOODS	38020				145					
7	MUSSELS WHL BLK POLISHED FC VP	10/1 LB	IPAP EMPIRE SEAFOOD	859737				126					
8	HADDOCK FIL 6-8 OZ	1/10 LB	HIGH LINER FOODS USA	405207				137					
9	HADDOCK 8-12 OZ REFRESH	1/10 LB	BRISTOL SEAFOOD	HFH0812				61					
10	CLAM CHPD SEA IQF	2/5 LB	SEA WATCH MID ATL	9831				58					
11	TILAPIA FIRE RSTD 5 OZ CITRUS	1/10 LB	HIGH LINER FOODS USA	1089333				57					
12	SHRIMP BRD 66-100 BUFFALO NU FZ	6/2 LB	HIGH LINER FOODS USA	1002031				43					
13	COD HADDOCK PCS CHOWDER FZ	1/10 LB	HIGH LINER FOODS USA	00-809				41					
14	SALMON CLD-SMKD SLCD SKNLS FIL	2/2-2.5 LB	IPAP DUCKTRAP RIVER	230218				36					
15	MUSSELS S/ON FRSH DOM	1/10 LB	BRISTOL SEAFOOD	MU10				35					
16	COD LOIN 4 OZ	1/10 LB	HIGH LINER FOODS USA	21026761				54					

Schedule IV: Produce
University of Maine Request for Proposal

Item #	Description / Specification	Pack/size	Invoice Number	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Manufacturer's Stock Number	Pack/Size	Your Order Number
1	MELON WATERMELON SDLS FRSH	1/1 CT				2017					
2	LETTUCE SPRING MIX SWT CON PLW	1/3 LB				1452					
3	PINEAPPLE FRESH	40#/12CT				1301					
4	BROCCOLI FLORET ICELESS	4/3 LB				1228					
5	LETTUCE ROMAINE CHOPPED FRESH	6/2 LB				1157					
6	MELON HONEYDEW FRESH	1/6 CT				1073					
7	MELON CANTALOUPE FCY FRESH	1/12 CT				823					
8	LETTUCE SHRED 1/4"	4/5 LB				763					
9	PEPPER GREEN BELL MEDIUM FRESH	1/25 LB				757					
10	MUSHROOM SLI FRESH	1/10 LB				725					
11	TOMATO BULK 6 X 7 FRESH	1/25 LB				579					
12	GRAPE RED SEEDLS MED	1/CTN				553					
13	POTATO RED SKIN DICED 3/4"	4/5 LB				507					
14	SPINACH CLIPPED FRESH	4/2.5 LB				499					
15	TOMATO BULK UTIL MAINE	1/25 LB				463					
16	TOMATO GRAPE FRSH	12/1 PT				443					
17	ONION YELLOW DICED 1/4"	1/5 LB				396					
18	ONION YELLOW JUMBO FRESH	1/50 LB				374					

Item #	Description / Specification	Pack/size	Invoice Number	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Manufacturer's Stock Number	Pack/Size	Your Order Number
19	CUCUMBER SELECT FRESH	1/50-55 LB				350					
20	TOMATO CHERRY FRESH	12/1 PT				345					
21	ONION RED FRESH JUMBO	1/25 LB				335					
22	PEAS SNOW TRIMMED FRESH	2/5 LB				238					
23	MUSHROOM PORTABELLA #1 BULK	1/5 LB				307					
24	PEPPER GRN DICED FRESH	1/5 LB				293					
25	BANANA PETITE RIPE FRESH	1/150 CT				464					
26	POTATO HASHBROWN SHRED FRSH	4/5 LB				284					
27	SQUASH ZUCCHINI MED FRSH	1/1/2 BU				281					
28	PEPPER RED BELL LG FRSH	1/25 LB				275					
29	LETTUCE GREEN LEAF CROWNS	1/10 LB				250					
30	CARROT SHRD FRSH MATCH STK	4/5 LB				239					

APPENDIX A

University Sustainability and Green Campus Initiatives

Rationale for Increasing the Procurement of Sustainable Foods

We believe colleges and universities must exercise leadership in our communities and throughout society by modeling ways to support ecologically sustainable, humane, and socially equitable food systems. Efforts to invest in local/regional, ecologically sustainable, humane, and fair foods benefits not only the daily lives of current students, but the recruitment and retention of new students; fosters college-community relations by supporting the livelihoods of family farmers and food system workers; and positions the University of Maine as a leader among colleges and universities across the country.

We desire to make progress in this area because we acknowledge the many undesirable impacts associated with industrial food production, which include pollution of ground and surface water as a result of the use of pesticides and fertilizers, the related health impacts on wildlife and humans as a result of this pollution, greenhouse gas emissions as a result of the long distances that food must travel to reach consumers and from fuel used in crop production and therefore a contribution to climate change impacts, low wages and unsafe working conditions for farmworkers and food system workers, and inhumane treatment of animals in the meat and dairy industries.

Defining Sustainable Foods

Sustainable Food: healthy food that takes into account four main criteria: local, fair, ecologically sound, and humane. These definitions are further explained here. (Ideally products will meet multiple criteria, but we recognize that this is not always possible. Prioritization of different criteria by food category is included below.)

Healthy Food: food that is free of trans-fats, high fructose corn syrup, GMOs, artificial growth hormones, sub-therapeutic antibiotics, and pesticides.

1. **Local Food:** food that is grown within a 250-mile radius of the University of Maine with a preference for food that is grown within a 150-mile radius.
2. **Fair Food:** food where at least 50% of the ingredients in the product have been certified by a fair trade certification organization (see list of several options below), or a single-source product that can confirm in writing the following for all employees: living wage, right to benefits, day of rest and overtime, seniority, equal pay for equal or equivalent work, right to return to seasonal position, right to freedom of association.
3. **Ecologically Sound Food:** food where at least 50% of the ingredients in the produce have been certified by a certification organization that looks at growing practices and/or the environmental standards of a farm or company (see list of several options below).
4. **Humane Food:** food that has been certified by a certification organization that takes animal welfare into account (see list of several options below).

Certifications & Criteria for Consideration in Product Selection

Some of the following certifications and criteria, which can help to influence decisions related to various products, include the following (this is not an exclusive list):

- Fair
 - [EcoCert Fair Trade Certified](#)
 - [Fair Food Standards Council](#)
 - [Fair for Life Certified by IMO](#)

- [Fairtrade Certified by Fair Labeling Organization \(FLO\)](#)
- [Fair Trade Certified by Fair Trade USA](#)
- [Fair Trade Certified Ingredients by Fair Trade USA](#)
- [Food Justice Certified by Agricultural Justice Project](#)
- Farm/business is a cooperative or has profit sharing with all employees
- Farm/business social responsibility policy includes (1) union or prevailing wages, (2) transportation and/or housing support, and (3) health care benefits
- Ecologically Sound
 - [Rainforest Alliance Certified](#)
 - [Biodynamic Certified](#)
 - [USDA Organic](#)
 - [Transitional Organic by OIA](#)
 - [Certified Naturally Grown](#)
 - [Protected Harvest Certified](#)
 - [Marine Stewardship Council](#)
 - [Salmon Safe](#)
 - [Seafood Watch Guide “Best Choices” or Good Alternatives”](#)
- Humane
 - [AGA Grassfed](#)
 - [Certified Humane Raised & Handled](#)
 - [Global Animal Partnership \(Steps 1-5\)](#)
 - [American Humane Certified](#)
 - [Cage-free eggs](#)

Product Category Purchasing Preferences

The University of Maine’s Broadline Supplier will give preferential treatment to products that fulfill one or more of the criteria (Local, Fair, Humane, Ecologically Sound) where they are price-competitive. Prioritization of the various criteria within different product categories is provided below. The ultimate goals are put forward as our long-term intention, and we hope to achieve them through a partnership with our supplier, but they are also dependent on the economic viability of the products.

Vegetables & Fruits

Ultimate goal: from farms within 150 miles and certified ecologically sound by one of the certifications listed above, and with safe and fair working conditions for employees.

- First priority: from within 250 miles
- Next priority: certified organic or naturally grown
- Next priority: Fair Trade/improved labor conditions (for International Products)

Milk & Dairy

Ultimate goal: from local dairies within 150 miles and certified as ecologically sound and humane by one of the certifications listed above, and with safe and fair working conditions for employees.

- First priority: free from administered hormones and antibiotic free
- Next priority: grass fed
- Next priority: from within 250 miles
- Next priority: certified organic

Eggs

Ultimate goal: certified Humane (Humane Farm Animal Care or American Humane Certified), from within 150 miles, certified ecologically sound by one of the certifications listed above, and with safe and fair working conditions for employees.

- First priority: produced free of routine antibiotic use
- Next priority: certified humane
- Next priority: from within 250 miles
- Next priority: certified organic

Beef, Pork, Lamb, & Other Meats

Ultimate goal: certified humane, from within 150 miles, and certified ecologically sound by one of the certifications listed above, and with safe and fair working conditions for employees.

- First priority: grass fed, hormone and antibiotic free
- Next priority: raised and processed within 250 miles
- Next priority: certified humane

Poultry

Ultimate goal: certified humane, from within 150 miles, certified ecologically sound by one of the certifications listed above, and with safe and fair working conditions for employees.

- First priority: produced free of routine antibiotic use
- Next priority: certified humane
- Next priority: Fair Trade/improved labor conditions
- Next priority: raised and processed within 250 miles
- Next priority: certified organic

Seafood

Ultimate goal: certified ecologically sound by one of the certifications or criteria listed above, emphasis on fish from New York and New Jersey fisheries, and with safe and fair working conditions for employees.

- First priority: Seafood Watch Guide Best Choices List
- Next priority: Marine Stewardship Council certification
- Next priority: from within New York/New Jersey fisheries
- Next priority: Sustainable Seafood Forum recognition or other sustainable fisheries certification

Grocery – Grains/Pantry Items/Canned/Frozen/Prepared Foods (Both U.S. & Internationally-produced)

Ultimate goal: minimally processed and certified ecologically sound by one of the certifications or criteria listed above, grown and processed from within 250 miles, and with safe and fair working conditions for employees.

- First priority: certified ecologically sound
- Next priority: grown and processed within 250 miles
- Next priority: Fair Trade/improved labor conditions

Ingredients to Avoid

Ideally, no product will contain any of the following ingredients due to their human health related concerns: [Acesulfame-Potassium](#), [Butylated Hydroxyanisole \(BHA\)](#), [Caramel Coloring](#), [Olestra \(Olean\)](#), [Partially Hydrogenated Oil \(Trans-Fats\)](#), [Potassium Bromate](#), [Propyl Gallate](#), [rGBH/rBST](#), [sodium nitrate added](#), [sodium nitrite added](#); and [Dyes: Blue #2, Green #3, Red #3, Yellow #5, Yellow #6](#).

Product Labeling & Reporting

Distributor will have available the following information about the products they provide, where possible or relevant.

- Ingredients list
- Nutrition information
- Product traceability measures and safety measures of farms or producers
- Location of origin of product and ingredients (process, farm/producer, town, state)

Distributor will provide a baseline report that includes the following information for any and all products that are known to be produced and processed within 250 miles, and then additions or omissions from this list will be included in the biannual reports each year:

- Location of origin of product and ingredients (processor, farm/producer, town, state)
- List of criteria (healthy, local, fair, ecologically sound, humane) within sustainable food definition above that has been met by the product

A biannual report should be provided twice each year (in January and in July) which details the progress made in the different food product categories as far as purchasing products that fulfill at least one of the sustainable food criteria (% of dollars spent in each category and which new products added/which old products replaced). This may be done in conjunction with interns working with Dining Services at the University of Maine or with your company.

Distributor will provide the following information to the University of Maine on the invoices, or at the time of purchase, so that we can identify the products by their various sustainability criteria for our customers:

- Location of origin of product and ingredients (processor, farm/producer, town, state)
- List of criteria (healthy, local, fair, ecologically sound, humane) within sustainable food definition above that has been met by the product

Note: The University of Maine students and faculty may be able to provide support via internships or other mechanisms to help in supporting the college and their distributor in reaching some of the goals outlined here, if that is of interest to the company.

Sources

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