

**REQUEST FOR BID**

**DAIRY PRODUCTS  
FOR  
UNIVERSITY OF MAINE AUXILIARY SERVICES**

**RFB # 67-15**

**ISSUE DATE:  
MAY 27, 2015**

**BIDS MUST BE RECEIVED BY:  
JUNE 10, 2015 at 2:00 p.m.**

**MAIL OR DELIVER BIDS TO:**

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

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.

## SECTION ONE – GENERAL INFORMATION

- 1.1 Definition of Terms: The University of Maine will hereinafter be referred to as the "University." Respondents to the Request for Bid (RFB) shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 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 Bid outlines and describes the products and services expected by the University. The objective of this RFB 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 2014 was 185,000. 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.

- 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 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.
- 1.4 Award: The University prefers to award the entire contract to one bidder. 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 right is reserved 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 all in-state or all out-of-state, the award will be made to the bid that arrives first in the Office of Strategic Procurement.
- 1.5 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.

- 1.6 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 proposals 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.

- 1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php).

The University will not be bound by oral responses to inquiries or written responses other than addenda. The deadline for receipt of inquiries is June 3, 2015. Responses to inquiries will be provided no later than June 5, 2015.

Written inquiries shall be submitted to:

Matthew Robinson  
Manager of Strategic Sourcing  
[matthew.j.robinson@maine.edu](mailto:matthew.j.robinson@maine.edu)

- 1.8 Evaluation Criteria: Bids will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to cost, quality of products, warehouse sanitation (submission of last health inspection report), compliance with HACCP, and references.
- 1.9 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

- 1.10 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 Chief Procurement Officer. 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 Purchasing Department in sealed envelopes, clearly marked as follows:

**SPECIFICATION PROTEST, RFB # 67-15**

- 1.11 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.
- 1.12 Products Specified: The products listed on Attachment A represent the highest-volume items purchased for a 12-month period. The list 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 list. All items will be subject to the same pricing, terms and conditions as specified in this document.
- 1.13 Bid Submission: For a bidder's response to be considered, a signed original, and 2 (two) hard copies and a digital copy (.pdf) on a flash drive in a sealed envelope, must be submitted to the Office of Strategic Procurement, 37 College Avenue, 104 Anderson Hall, Gorham, ME 04038, or a digital copy (.pdf) emailed to [matthew.j.robinson@maine.edu](mailto:matthew.j.robinson@maine.edu) by the same time, for a public bid opening. Normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Bids received after the due date will be returned unopened. Bidders are strongly encouraged to submit bids 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 bid. In the event of suspended University operations, bids 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 bidders when the University determines that circumstances require it.

Bidders shall provide pricing on Attachment A electronically in addition to the hard copy. The Excel file will be sent to all bidders receiving the RFB. Bidders shall contact Matthew 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 BIDS WILL NOT BE ACCEPTED.** Files sent by email on or before the due date to [matthew.j.robinson@gmail.com](mailto:matthew.j.robinson@gmail.com) should have the subject line identified as RFB # 67-15.

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

Name of Bidder  
Address of Bidder  
Due Date  
RFB #67-15

- 1.14 Costs of Preparation: Bidders assume all costs of preparation of the bid and any presentations necessary to the RFB process.
- 1.15 Debarment: Submission of a signed bid 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 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 the bidder's response.
- 1.17 Bid Validity: Unless specified otherwise, all bids shall be valid for 90 days from the due date of the bid.
- 1.18 Sustainability and Green Campus Initiatives: Please refer to Appendix A

## SECTION TWO – GENERAL 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 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 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 Bids, 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.
- 2.6 **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 Director of Purchasing and Resource Efficiency. 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 Dining Services. Data may include, but shall not be limited to, dollar volume, items sold, and services rendered.

- 2.9 **Right to Audit:** At any time during the term of this contract, the University or duly authorized audit representative of the University, 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 within thirty (30) days of audit findings.
- 2.10 **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.
- 2.11 **Indemnification:**
- 2.11.1 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.
- 2.11.2 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.
- 2.12 **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.
- 2.13 **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)	\$2,000,000 (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired and Non-Owned)	\$2,000,000 (Bodily Injury and Property Damage)
3. Workers Compensation	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 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.

- 2.14 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.
- 2.15 Deliveries: 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. All deliveries 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.
- 2.16 Minimum Delivery Charges: The contractor shall not set minimum delivery limits by dollar or by volume and shall not charge the University of smaller than normal orders.
- 2.17 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.
- 2.17.1 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.



- 2.17.2 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.
- 2.18 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.
- 2.19 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.
- 2.20 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 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.
- 2.21 Case Splitting: Contractor must split cases, if necessary and requested by the University. No case break fee will be applied when this is requested.
- 2.22 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 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 Bears Den and Catering Services at Wells remain open during shut down periods and service must be provided during those times.
- 2.23 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.
- 2.24 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.

- 2.25 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/>.

- 2.26 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.
- 2.27 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.

### SECTION THREE - SPECIFICATIONS

- 3.1 Pricing:
- 3.1.1 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 will 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 60 days prior to the anniversary date of the contract. The University reserves the right to re-bid the contract if price changes are not acceptable. In the event of any commodity price decrease, the contractor shall promptly notify the University of Maine and any decrease in the price shall be reflected in the University's cost of the product.
- 3.1.2 Maine Milk Commission Minimum Price (MMC): Products that are subject to the MMC Price Schedule may fluctuate in accordance with that schedule. The difference in the MMC price and the bid price in effect shall remain firm as a fixed price markup throughout the term of the contract. For example, if the quoted price is \$.05 higher than the MMC minimum, then \$.05 shall be considered a fixed markup throughout the term of the contract. The contractor shall be responsible for notifying the Director of Dining Services of price changes as announced by the Maine Milk Commission.
- 3.1.3 F.O.B. Destination: Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges necessary to complete delivery.

- 3.2 Product Specifications:
- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 Nutritional data shall be provided to the University upon request.
- 3.3 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.
- 3.4 Product Sampling: The University reserves the right to request product samples from bidders for purposes of evaluating the products quoted. In addition, samples of all products offered under the contract 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.
- 3.5 Prepackaged Items: Prepackaged products that are considered retail and self-service merchandise are not included in this contract.
- 3.6 Packaging:
- 3.6.1 The contractor shall provide plastic dispenser cases at no charge to fit into current dispensing equipment for bulk milk.
- 3.6.2 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 dated. The label shall be clearly displayed on the packaging.
- 3.6.3 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 contractor's plant for cleaning and sanitizing. Containers may not be cleaned at University locations.
- 3.7 Dispensers: The successful bidder must provide creamer dispensers for each dining location.
- 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: Deliveries are required at a minimum of three (3) days per week between 7:30 a.m. and 10:30 a.m. EST and shall be specified by the University.
- 3.10 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.

- 3.11 Hazard Analysis Critical Control Point (HACCP): The contractor shall have compliant and efficient HACCP programs in place to ensure product safety and quality.

#### SECTION FOUR – BID SUBMITTAL

- 4.1 Market Basket Pricing: Bidders shall provide all information in hard copy with the exception of the market basket pricing, Attachment A. This shall be sent electronically in Excel format.

For items controlled by the Maine Milk Commission, bidders will use unit prices based on the **Schedule of Minimum Wholesale and Retail Prices Effective May 2, 2015, Order # 05-10**

- 4.2 Company Business Profile: No financial statements are required to be submitted with bids however prior to an award, The University may request financial statements as well as credit references.

4.2.1 Provide information on the company's sustainability and environmental protection programs.

- 4.3 In-house sales contact information: Name \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number \_\_\_\_\_

- 4.4 Outside sales contact information: Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Cell \_\_\_\_\_

- 4.5 Payment /Discount Terms: \_\_\_\_\_

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

- 4.7 Health Inspection Report: Provide a copy of the company's most recent health inspection report.

- 4.8 HACCP Program: Provide a copy of the company's HACCP certificate of compliance.

- 4.9 Date Coding: Provide date coding key if applicable.

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

4.11 BID AUTHORIZATION:

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

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

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

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

Telephone/Cell: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Specification and Bid  
Submittal Sheet**

Please indicate ounces per container, if other than specified.

Total cost is usage times unit price.

Item #	Product Description	Purchase Unit	Priced By	Brand	Manufacturer	Yearly Usage	Unit Price	Total Cost
1	Milk, bulk, dispenser, white, skim, 5 gallons per bag in a box	each				1327		
2	Milk, bulk, dispenser, white, 2%, 5 gallons per bag in a box	each				2042		
3	Milk, bulk, dispenser, chocolate, 5 gallons per bag in a box	each				1589		
4	Cheese, cottage, nonfat, 5LB container	each				1398		
5	Cream, sour, 5LB container	each				1652		
6	Yogurt, strawberry, low fat, vegetarian, 5LB container	each				2380		
7	Yogurt, blueberry, low fat, vegetarian, 5LB container	each				2354		
8	Yogurt, plain, nonfat, vegetarian, 5LB container	each				221		
9	Yogurt, French vanilla, low fat, vegetarian, 1 quart container	each				274		
10	Milk, white, whole, homogenized, 16OZ plastic container	each				1521		
11	Milk, white, skim, homogenized, 16OZ plastic container	each				2916		
12	Milk, 1% chocolate, homogenized, 16OZ plastic container	each				5252		
13	Dairyase, lactose free, 1 quart carton	each				130		
14	Creamers/Half & Half/PC-400ct	box				197		
15	Milk, white, whole, homogenized, 1 gallon plastic jug	each				4417		

16	Milk, white, 2%, homogenized, 1 gallon plastic jug	each				1996		
17	Milk, white, skim, homogenized, 1 gallon plastic jug	each				1560		
18	Cream, half & half, 10% and up, 1 quart carton	each				5856		
19	Cream, heavy, 36% and up, 1 quart carton	each				2904		
20	Cream, lite, 18% and up, 1 quart carton	each				1284		
21	Milk, buttermilk, cultured, 1 quart carton	each				249		

## 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 Maine 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 Maine 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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