

**UNIVERSITY OF MAINE SYSTEM**

Office of Strategic Procurement
16 Central Street
Bangor, ME 04401

REQUEST FOR BID
July 11, 2006

Paper Goods
For Auxiliary Services
University of Maine

RFB NUMBER
RFB 02-07

BID MUST BE RECEIVED BY:
Tuesday, July 25, 2006

MAIL OR HAND DELIVER BID TO:

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

Show RFB Number, Opening Date, and Time on Envelope

NOTE: Bid must be time stamped at **University of Maine System Office of Strategic Procurement** by the hour and date specified for receipt of bid.

Sealed bids will be received until the date and time established for receipt.

REFER INQUIRIES TO:

Anne-Marie Nadeau
University of Maine System
Office of Strategic Procurement
(207) 973-3308
Email: amnadeau@maine.edu

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The University of Maine System, acting through the University of Maine, is seeking bids for Paper Goods according to the following specifications.

1. GENERAL INFORMATION

1.1. Definition of Parties:

The University of Maine will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

1.2. Evaluation

Award will be made to the low Bidder provided that all other requirements are satisfactorily met. However, consideration will be given to references.

1.3. Award

It is the intent of the University to award this bid all to one Bidder. The University reserves the right to conduct any tests it may deem advisable, and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part, and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state Bidders". When tie bids are in-state or out-of-state, the award will be made to the bid that arrives **first** at the University of Maine System office.

1.4. Submittal Deadline and Location

- 1.4.1. All bids must be received by The University of Maine System no later than Tuesday, July 25, 2006.
- 1.4.2. Bids must be received at the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by Tuesday, July 25, 2006 for a public opening. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 2:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date **WILL NOT** substitute for receipt of bid. Bids must be date and time stamped by the University on time to be considered. In the event that the University is

closed due to inclement weather at the time that a bid is due, the bid will be opened at the same time on the next day that the University is open. Bidders may wish to call 207-973-3298 if the weather is bad, to learn if the University has closed. **Bids received after the due date and time will be returned unopened.** Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED BIDS OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

1.5. Submittal Instructions:

- 1.5.1. Bids must be signed by Bidder's company official authorized to commit such proposals. Failure to sign the bid may be a basis for bid disqualification.
- 1.5.2. **Three (3) hard copy originals and two (2) VIRUS FREE CD ROM copies of the bid submittal sheets are required.**

If CD Rom copies of the Bid submittal sheet are unavailable, please submit four (4) hard copies. All CD Rom Copies must be in Microsoft Excel format. If you have any questions on the CD format please contact Anne-Marie Nadeau at amnadeau@maine.edu or (207) 973-3308.

Note: The original signature on ONE (1) hard copy will serve as the official signature of record for all CD Rom copies.

Note: Hard copies must include bid submittal sheets, invoices, and all other information as per section 4.4.4. CD ROM copies may only include bid submittal sheets (attachment A).

- 1.5.3. An unreadable CD due to incorrect format will not reflect negatively on your bid.
- 1.5.4. Bid package (box/carton) must indicate in the lower left corner the submitter's company name, the bid opening date, and RFB number.

1.6. University Of Maine System Contacts:

All inquiries must be sent to:

Anne-Marie Nadeau
Procurement Specialist
amnadeau@maine.edu
University of Maine System
16 Central Street
Bangor, ME 04401
(207) 973-3308

1.7. Inquiries and Interpretations

- 1.7.1. Responses to inquiries which directly effect an interpretation or change of the RFB will be issued in writing by addenda and mailed or faxed to all parties recorded by the University as having received a copy of the RFB. All such addenda issued by the University prior to the time that bids are received shall be considered part of the RFB, and the Bidders shall consider and acknowledge receipt of such in their bid. Only those University responses to inquiries which are made by formal written addenda shall be binding. Oral or other interpretations or clarifications will be without legal effect.
- 1.7.2. By submitting a bid, the Bidder agrees and assures that the specifications are adequate, and the Bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.8. Cost Of Preparation

Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

1.9. Open Records

The University considers all RFB results to be public information and available for review in the University of Maine System Office post award. Invoices supporting bidders laid-in cost will be considered confidential and will not become public record.

1.10. Terms and Conditions

The General Terms and Conditions (ref Section 2) and Contractual Terms and Conditions (ref Section 3) shall govern any agreement issued as a result of this solicitation RFB.

Additional or attached terms and conditions which are determined to be unacceptable to the University may result in disqualification of your bid. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another state, and limitations on remedies.

1.11. Award Protest

Bidders may appeal the award decision by submitting a written protest to the University of Maine System Director of Strategic Procurement within five (5) business days of the date of award notice, with a copy to the successful Bidder. The protest must contain a statement of the basis of the challenge.

1.12. Debarment

Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractors) is (are) 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 changes in this status.

1.13. Samples

1.13.1. Bidder's samples may be requested prior to award. Samples shall be the exact and true representatives of the material offered.

1.13.2. Samples shall be provided at no cost to the University.

1.13.3. In the event the delivered product fails to conform to the sample provided, the Contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the University.

1.14. Bid Documents

Each bid should be prepared simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this RFB. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

Bids are to be valid for a minimum of 90 days from submittal deadline date to allow time for evaluation, selection, and unforeseen delays.

Failure to comply with requirements contained in this RFB may result in rejection of the bid.

Bids and any other information submitted by Bidder in response to this RFB shall become property of the University.

The University will not provide compensation to Bidders for any expenses incurred by the Bidder(s) for bid preparation, product evaluation or demonstrations that may be made, unless otherwise expressly indicated.

Bids which are qualified with conditional clauses, alterations, items not called for in the RFB documents, or irregularities of any kind are subject to disqualification by the University at its option.

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

2. GENERAL TERMS AND CONDITIONS

2.1. Time Of Performance

Time is of the essence in rendering of services. Contractor agrees to perform all obligations and render services set forth per this bid.

2.2. Default

In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Contractor fails to remedy such failure or default within the ten (10) day period, the University shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the agreement, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred pursuant to the agreement and such cancellation by the University shall not limit any other right or remedy available to the University at law or in equity.

2.3. Termination

- 2.3.1. The agreement may be terminated, without penalty, by the University without cause upon thirty (30) days written notice of such termination to the Contractor.
- 2.3.2. In no event shall such a termination by the University as provided for under this section give rise to any liability on the part of the University including, but not limited to, claims of the Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing.

2.4. Contract Modification and Amendment

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the contract administrator for prior review and approval (ref. section 3.1 Contract Administration). Only the contract administrator or his/her designee will be authorized to sign changes or amendments.

2.5. 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 the purchase quantity, pack, and variety of each item purchased shall be provided for each location. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, and services rendered.

2.6. 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.

2.7. Right to Audit

- 2.7.1. The Contractor shall extend audit privileges to the University or its designated representative.
- 2.7.2. Audits are defined as: The verification of program pricing policies and other pertinent data to determine the sell price and percentage markup over the laid-in (acquisition) cost.
- 2.7.3. The University reserves the right to audit with a minimum notice of seven (7) days, to verify compliance.
- 2.7.4. It is the intent of the University to audit twice annually, but reserves the right to audit more frequently, and without notice if any audit indicates discrepancies between the contract parameters and actual mark-ups.
- 2.7.5. The Contract 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.
- 2.7.6. The University shall provide the Contractor with a listing of products and date of pricing period to be verified. All audits will be conducted to the University's auditing standards. The University's auditing procedures will verify and analyze at a minimum the following areas:
 - 2.7.6.1. University invoice pricing versus the Contractor's price.
 - 2.7.6.2. Difference between contract mark-up and actual mark-up.
 - 2.7.6.3. Manufacturer allowances/rebates and their reflection in the University price.
- 2.7.7. 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's invoices.
- 2.7.8. For a period of four (4) years after the conclusion of this contract the University or duly authorized audit representative of the University, or The University of Maine System, 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, Contractor shall rectify the error within thirty (30) days of such audit findings.

2.8. University Policies

- 2.8.1 In the execution of the contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.8.2 The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.
- 2.8.3 Failure to comply with these policies could result in termination of this contract without advanced notice. Further information regarding this policy is available from the Office of Equal Opportunity, University of Maine (207-581-1226).

2.9. Non-Waiver of Defaults

Any failure of the University at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same or the right of the University at any time to avail itself of same.

2.10. Indemnification

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under the resulting agreement.

2.11. Litigation

This agreement 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. The Contractor agrees that any litigation, action, or proceeding arising out of the

resulting agreement shall be instituted in a state court located in the State of Maine.

2.12. Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

2.13. Smoking Policy

The University of Maine System must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq, "Smoking Prohibited in Public Places." In compliance with this law, the University of Maine System has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

2.14. Non Disclosure

Contractor and the University acknowledge that they or their employees may, in the performance of the resultant contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, or corporation, or to other organizations, whether or not directly or indirectly affiliated with the Contractor or the University unless required by law.

2.15. Publicity

Contractor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

2.16. 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.

2.17. 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 at the owner's expense. Contractors are advised that parking regulations are strictly enforced by campus police. A copy of regulations can be obtained by calling Public Safety Parking Office at 581-4047.

3. CONTRACTUAL TERMS AND CONDITIONS

3.1. Contract Administration

3.1.1. The University of Maine Purchasing Department shall be the University's authorized representative in all matters pertaining to the administration of this contract. Questions should be directed to individuals identified in section 3.1.2 of this RFB.

3.1.2. Contact:

Contract Terms and Conditions:
Michael J Noblet, C.P.M.
5765 Service Building
Orono, ME 04469-2698
(207) 581-2666
noblet@maine.edu

Coordination of day-to-day activities:
Larry Violette
Purchasing Manager
Auxiliary Services
Hilltop Commons 103
Orono, ME 04469
(207) 581-4577
larryv@umerl.maine.edu

3.2. Contract Term

3.2.1. Initial Term

The contract initial term shall be for a period of three (3) years commencing on September 1, 2006.

3.2.2. Contract Extension

With mutual written agreement of the parties this contract may be extended for two (2) additional one (1) year periods.

3.3. Commitment

The University makes no commitment to purchase any minimum or maximum quantity of services or dollar volume from the selected Contractor.

3.4. Pricing

3.4.1. Quoted Mark-Up prices will be in effect for the duration of the contract.

3.4.2. Deliveries 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.

3.5 Payments

3.5.1 Payment will be upon submittal of an invoice to the University of Maine Auxiliary Services Department by the Contractor on a net 30 basis unless discount terms are offered.

3.5.2 Accounts Payable address:

Accounts Payable
University of Maine
Auxiliary Services
103 Hilltop Commons
Orono, ME 04469

3.5.3 Invoice must include the purchase order number. There will be one (1) PO number for the life of the Contract.

3.6 Ordering

3.6.1 Primary Sales Contact

Contractor will provide, to each University location receiving products under this contract, 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. Representative shall have primary responsibility for all aspects of this contract and shall be authorized to accept emergency and special orders.

3.6.2 Back Orders

- 3.6.2.1 Back orders and shortages will not be acceptable. If a shortage occurs, the Contractor must contact and inform the Dining Services Manager at each delivery location prior to the scheduled delivery date.
- 3.6.2.2 All substitutes must be of equal or better quality than the originally ordered item and the invoice cost will not be higher than the contract price.
- 3.6.2.3 If an item is not available and the University is required to order from another supplier, the cost differential may be charged back by the University to the Contractor.

3.7 Delivery Schedule and Locations

3.7.1 Schedule

- 3.7.1.1 Deliveries shall be made, at a minimum, three (3) days per week to the locations listed in Section 3.7.2
- 3.7.1.2 Deliveries shall be between 7:30 AM EST and 10:30 AM EST; and 11:00 AM EST and 1:00 PM EST.
- 3.7.1.3 Materials must be delivered to location specified on individual order.
- 3.7.1.4 No substitutions or cancellations are permitted without written approval of the University.
- 3.7.1.5 Deliveries shall be made during normal working hours only, unless Contractor obtains approval for late delivery.

3.7.2 Delivery Locations

- 3.7.2.1 Conference Services at Stodder Commons
- 3.7.2.2 University Concessions
- 3.7.2.3 Marketplace at Memorial Union
- 3.7.2.4 Oakes Room Café at Folger Library
- 3.7.2.5 Hilltop Commons

3.7.2.6 Stewart Commons

3.7.2.7 York Commons

3.7.2.8 Additional Locations may be added to or deleted from this contract at any time during the contract term by the University.

3.8 **Warehousing-Custom Printed Products**

At this time the University does not purchase custom printed items, however should the University decide to do so during the term of this Contract the following conditions shall apply.

- 3.8.1 The Contractor shall be required to stock and warehouse all University custom printed items so delivery can be made without long lead times to the University.
- 3.8.2 The University shall pay for custom printed items after delivery has been made to the University, not when items are manufactured.
- 3.8.3 At the end of the contract term all custom printed items remaining in stock at the Contractor's warehouse will be purchased by the Contractor who is awarded the next University paper products contract and will be purchased at the laid-in cost in accordance with this contract.

3.9 **Packaging**

All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description, quantity, and purchase order number.

3.10 **Receiving and Inspection**

- 3.10.1 All deliveries must be received by a Dining Service Manager or the approved Dining Service Receiving Clerk on duty.
- 3.10.2 Delivery and packing slips must be signed by that person at the time of the delivery.
- 3.10.3 Unsigned deliveries will not be processed for payment.
- 3.10.4 Product inspection will be made at the point of delivery by the Dining Services Manager or Receiving Clerk on duty.

3.11 **Packing Slip**

- 3.11.1 Merchandise must be accompanied by delivery slip or packing list itemizing each item delivered by product code number.
- 3.11.2 Delivery or packing slip must include the University's purchase order number.

3.12 **Liability Insurance Requirements**

- 3.12.1 The successful Contractor will be required per the indicated requirements (Attachment B) to provide proof of insurance prior to beginning any work on the campus of the University. The Contractor will be held strictly liable for any damages to the University's property occurring during any delivery.

- 3.12.2 Certificates of Insurance Must be delivered or mailed to:

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

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

4. SPECIFICATIONS AND BID SUBMITTAL

4.1 **Products**

All products shall be prepared from first quality materials and produced under absolutely sanitary conditions; premises and employees.

4.2 **Alternates**

- 4.2.1 Unless otherwise provided for in this solicitation, the name of a certain brand, make, or manufacturer does not restrict bidders to specific brand, make, or manufacturer named; but conveys the general style, type, character, and quality of the article desired.
- 4.2.2 Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

- 4.2.3 It is the Bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable the University to determine if the product meets the requirements of the solicitation.
- 4.2.4 Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive.
- 4.2.5 Unless the Bidder clearly indicates in its bid that the product offered is an "Equal" product, such bid shall considered to offer the brand named products referenced in the solicitation.

4.3 Items Specified (ref Attachment A)

This list represents approximately 92% of the total dollar volume of paper goods purchased over a 12 month period. The list is provided by the University for the convenience of the Bidders in preparing bids and will be used by the University to assess the results. **The contract shall include other paper goods, which are not represented on the list.** All items shall be subject to the same discount pricing and terms and conditions as specified in this document. (ref Attachment C for sample list of additional products which most likely will be purchased under this contract). The University shall be moving to the use of Green/Recycled Products as they become available, these products shall be subject to the same discount pricing, terms and conditions as specified in this document.

- 4.3.1 Laid-In Cost refers to the most recent cost to the bidder for that particular product. For the purpose of this proposal you must use your most recent "laid-in cost" for delivery to your warehouse prior to July 1, 2006. Documentation (copy of invoice) must be provided to substantiate your laid-in cost for all items. **TO ASSIST US WITH OUR EVALUATION PLEASE IDENTIFY ON THE INVOICE THE ITEM YOUR BIDDING AND WHICH ITEM NUMBER IT CORRESPONDS TO ON THE BID SUBMITTAL FORM (ref Attachment A).** If you do not currently purchase the specified item, and therefore cannot provide an invoice, please provide a laid-in-cost based on a written quote from your supplier between the dates of July 17 – July 21, 2006 and include a copy of the quote with your proposal.
- 4.3.2 The net selling price to the University is calculated by adding the laid-in cost and the percentage markup.
- 4.3.3 Prices listed in this proposal must not contain any nonprofit allowances or rebates.

- 4.3.4 Weights and Measures: You may bid items which have case counts and measurements that are slightly different than specified. **Please make notation of any item this may pertain to.** The University will make the appropriate calculations when evaluating costs.

4.4 Specification and Bid Submittal

- 4.4.1 Hard copy of the bid submittal sheet is listed as Attachment A. This attachment is incorporated by reference and made part of this RFB solicitation. If there are any conflicts with the information provided in Attachment A, the RFB language shall prevail.
- 4.4.2 Electronic copy of the bid submittal sheet (Microsoft Excel Format *.xls) shall be available upon request from the University of Maine System contact (ref Section 1.6).
- 4.4.3 Use only the format provided on the bid submittal sheets (Attachment A, pages 21-26). Failure to do so may prevent the University from being able to fully evaluate your bid and may be cause for rejection.
- 4.4.4 The Bid Submittal shall also include the following information:
- 4.4.4.1 Company Contact
 - 4.4.4.2 Inside Sales Contact
 - 4.4.4.3 Credit Manager
 - 4.4.4.4 Payments Terms
 - 4.4.4.5 Location of warehouse for products delivered under this contract
 - 4.4.4.6 Three (3) references from comparable accounts.
 - 4.4.4.7 Cost Plus Mark-up Percentage for all items on contract (ref Attachment A)
 - 4.4.4.8 Invoice showing your laid-in cost for each item (ref. Attachment A), or provide a written quote from your supplier if you do not currently carry the item.

5 SIGNATURES

UNIVERSITY OF MAINE SYSTEM:

CONTRACTOR:

By: _____
Michael J. Noblet C.P.M.
Contract Specialist

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

ATTACHMENT A

Contract Mark-up Percentage for all Items: _____ %

| Attachment A Bid Submittal for Paper Products | | | | | | | | | | | |
|--|--|-----------|---------------------------|-------------------------|-----------------------|--------------|--------------------------|-------------------------|------------|------------|--------------------|
| Provide your bid (sell price) based on your most recent purchase laid-in (acquisition) cost prior to July 1, 2006, for each item. If you don't currently purchase the specified item, and therefore cannot provide an invoice, please provide a laid-in-cost based on a written quote between the dates of July 17, 2006 and July 21, 2006 The University cost is the laid-in cost plus the markup as stated above. The same markup shall apply to all items | | | | | | | | | | | |
| Item # | Description / Specification | Pack/size | Manufacturer | Manufacturers ID Number | Invoice number & date | Laid-in Cost | University cost per unit | Usage Estimate in Units | Total cost | Your Brand | Stock order Number |
| 1 | WIPER TOWELS FS MEDIUM BLUE 13.5 INCHES X 24 INCHES | 150 EA | Chicopee Branded Products | 8251 | | | 0.00 | 1125 | \$0.00 | | |
| 2 | NAPKIN DISP. 6.5" X 12" MLYR MNP HR | 8/750 CT | Georgia Pacific | 37855 | | | 0.00 | 246 | \$0.00 | | |
| 3 | NAPKIN PAPER LUNCH 1/4 FOLD | 12/500 CT | Morcon Mfg | 12500 | | | 0.00 | 330 | \$0.00 | | |
| 4 | COVER TABLE WHITE 2 PLY PAPER+ 1 POLY. WILL ALSO NEED TO SUPPLY COLORED ONES AS WELL | 25/54X108 | Hoffmaster | 210131 | | | 0.00 | 150 | \$0.00 | | |
| 5 | CUP PAPER HOT PERF TOUCH 12 OZ. | 20/50 CT. | Dixie (Georgia Pacific) | 5342CD | | | 0.00 | 271 | \$0.00 | | |

| Item # | Description / Specification | Pack/size | Manufacturer | Manufacturers ID Number | Invoice number & date | Laid-in Cost | University cost per unit | Usage Estimate in Units | Total cost | Your Brand | Stock order Number |
|--------|---|-----------|-------------------------|-------------------------|-----------------------|--------------|--------------------------|-------------------------|------------|------------|--------------------|
| 6 | LID PLAS. DOME 12/16 HOT CUP | 10/100 CT | Dixie (Georgia Pacific) | 1503226 | | | 0.00 | 130 | \$0.00 | | |
| 7 | CUP PAPER COLD POLY 20 OZ | 15/40 CT | Dixie (Georgia Pacific) | 22PE | | | 0.00 | 245 | \$0.00 | | |
| 8 | LIDS PLAS. TRAVEL FOR 12,16, & 20 OZ | 10/100 CT | Solo Cup Company | T316R-0007 | | | 0.00 | 75 | \$0.00 | | |
| 9 | PLATTER PAPER PULP 7.5" X 10 " | 4/125 CT. | Huhtamaki (Chinet) | 22752 | | | 0.00 | 325 | \$0.00 | | |
| 10 | BOX, BAKERY, WHITE 10 3/4" X 3 3/4" X 3 5/8" #6104 | 250 EA. | | #6401 | | | 0.00 | 15 | \$0.00 | | |
| 11 | CARTON PAPER WHT. 5" X 4" X 2.5" #1 | 9/50 CT. | GSD Packaging | BIO-PAK | | | 0.00 | 40 | \$0.00 | | |
| 12 | PAPER PLATE MED. WT. 8 5/8 " | 8/125 CT. | Dixie (Georgia Pacific) | 2239655 | | | 0.00 | 105 | \$0.00 | | |
| 13 | TRAY FOOD PAPER 2 LB. SERENE THE 1 AND 3 LB. WILL ALSO NEED TO BE AVAILABLE | 4/250 CT | Dixie (Georgia Pacific) | KL200SD | | | 0.00 | 65 | \$0.00 | | |

| Item # | Description / Specification | Pack/size | Manufacturer | Manufacturers ID Number | Invoice number & date | Laid-in Cost | University cost per unit | Usage Estimate in Units | Total cost | Your Brand | Stock order Number |
|--------|---|------------|------------------------------------|-------------------------|-----------------------|--------------|--------------------------|-------------------------|------------|------------|--------------------|
| 14 | CONTAINER PLAS HNG BK/CI D/DOME | 100/8 IN. | Anchor Packaging 3169646 | 4169646 | | | 0.00 | 190 | \$0.00 | | |
| 15 | BOWL PLASTIC CLEAR 32 OZ | 4/75 CT. | Sweetheart Cup (Purchased by Solo) | CRX32X-00090 | | | 0.00 | 170 | \$0.00 | | |
| 16 | LID PLAS DOMEF/CRS 32-48-64 FOR BOWL ON LINE 10 | 6/100 CT. | Sweetheart Cup (Purchased by Solo) | LCR64D-00090 | | | 0.00 | 55 | \$0.00 | | |
| 17 | BOWL PLASTIC CLEAR 16 OZ | 10/50 CT. | Sweetheart Cup (Purchased by Solo) | CRS16X-00090 | | | 0.00 | 90 | \$0.00 | | |
| 18 | DISH PLASTIC CLEAR 5 OZ DIXIE | 10/100 CT. | Dixie (Georgia Pacific) | DD05C | | | 0.00 | 50 | \$0.00 | | |
| 19 | LID PLAS. DOME FOR CRS. 16/ CRS24 | 10/100 CT. | Sweetheart Cup (Purchased by Solo) | LCR16D-00090 | | | 0.00 | 25 | \$0.00 | | |
| 20 | TRAY PLASTIC CATER BLACK FIT SMTIK 16 INCH | 50 CT. | Pactiv | PRACTIV | | | 0.00 | 75 | \$0.00 | | |
| 21 | LID PLASTIC DOME FOR /SMTIK TRAY 16 INCH | 50 CT. | Pactiv | PRACTIV | | | 0.00 | 75 | \$0.00 | | |

| Item # | Description / Specification | Pack/size | Manufacturer | Manufacturers ID Number | Invoice number & date | Laid-in Cost | University cost per unit | Usage Estimate in Units | Total cost | Your Brand | Stock order Number |
|--------|---|------------|-------------------------|-------------------------|-----------------------|--------------|--------------------------|-------------------------|------------|------------|--------------------|
| 22 | TRAY PLASTIC CATER BLACK FIT SMTIK 12 INCH | 50 CT. | Pactiv | PRACTIV | | | 0.00 | 60 | \$0.00 | | |
| 23 | LID PLASTIC DOME FOR /SMTIK TRAY 12 INCH | 50 CT. | Pactiv | PRACTIV | | | 0.00 | 60 | \$0.00 | | |
| 24 | CUP PORTION PLASTIC TRANSPARENT 2 OZ. | 12/200 CT. | Dixie (Georgia Pacific) | 5090840 | | | 0.00 | 65 | \$0.00 | | |
| 25 | FORKS PLASTIC MEDIUM WT. | 1000 EA. | Dixie (Georgia Pacific) | 4299210 | | | 0.00 | 330 | \$0.00 | | |
| 26 | KNIVES PLASTIC MEDIUM WT. | 1000 EA. | Dixie (Georgia Pacific) | 4299202 | | | 0.00 | 180 | \$0.00 | | |
| 27 | KNIVES PLASTIC MEDIUM WT. | 1000 EA. | Dixie (Georgia Pacific) | 7418304 | | | 0.00 | 120 | \$0.00 | | |
| 28 | KIT CUTLERY MDPP KFS S&P 13" X 17" NAPKIN SYS REL | 250/CS | Dispoz-o | SYS -0001 | | | 0.00 | 60 | \$0.00 | | |
| 29 | LINER PAN PAPER QUILLION 16" X 24" | 1000 EA. | Dixie (Georgia Pacific) | 5974290 | | | 0.00 | 85 | \$0.00 | | |

| Item # | Description / Specification | Pack/size | Manufacturer | Manufacturers ID Number | Invoice number & date | Laid-in Cost | University cost per unit | Usage Estimate in Units | Total cost | Your Brand | Stock order Number |
|--------|---|------------|---------------------------------|-------------------------|-----------------------|--------------|--------------------------|-------------------------|------------|------------|--------------------|
| 30 | FILM PVC ROLL 18 INCHES X 3000 FEET | 1 EA. | Anchor Packaging 0370130 | 7301383 | | | 0.00 | 110 | \$0.00 | | |
| 31 | GLOVE VINYL EXAM XLG PF SM, MED AND LG MUST ALSO NEED TO BE AVAILABLE/ AKERS | 10/100 CT. | Akers Industries | V423 | | | 0.00 | 30 | \$0.00 | | |
| 32 | BAG BUN POLY CLEAR 21" X 6" X 35" REYNOLDS | 200/EA. | Reynolds Food Packaging | RT2735 | | | 0.00 | 100 | \$0.00 | | |
| 33 | SHOPPING BAG 13 X 7 X 17 INCHES 65#DURO SUP-R-MART PAPER W/HANDLE KRAFT 250/BL WAS UC354 | BALE | Duro Bag 80695 | 68095 | | | 0.00 | 15 | \$0.00 | | |
| 34 | STIRRER COFFEE WOOD UNWRAP FORESTER (PREFER 5 1/2 INCH) | 10/100 CT | Forster Mfg (Diamond Brands) | 310 | | | 0.00 | 15 | \$0.00 | | |
| 35 | PAD SCOUR COMM. HVY DUTY 6 X 9 3M | 3/12 CT. | 3M | 86 | | | 0.00 | 60 | \$0.00 | | |

| Item # | Description / Specification | Pack/size | Manufacturer | Manufacturers ID Number | Invoice number & date | Laid-in Cost | University cost per unit | Usage Estimate in Units | Total cost | Your Brand | Stock order Number |
|--------|--|-----------|--------------------------|-------------------------|-----------------------|--------------|--------------------------|-------------------------|------------|------------|--------------------|
| 35 | BIODEGRADABLE 6" PLATE | 8/125 CT. | Transworld International | GREEN WAVE TW-POO-00 | | | 0.00 | | \$0.00 | | |
| 37 | BIODEGRADABLE 9" PLATE | 8/125 CT. | Transworld International | GREEN WAVE TW-POO-010 | | | 0.00 | 100 | \$0.00 | | |
| 38 | BIODEGRADABLE 10" x 12.5" OVAL PLATTER | 4/125 CT. | Transworld International | GREEN WAVE TW-POO-012 | | | 0.00 | 325 | \$0.00 | | |
| 39 | BIODEGRADABLE 12 OZ. BOWL | 8/150 CT. | Transworld International | GREEN WAVE TW-BLO-003 | | | 0.00 | 60 | \$0.00 | | |
| 40 | BIODEGRADABLE 9" X 9" X 3" 3 COMPARTMENT BOX | 4/75 CT. | Transworld International | GREEN WAVE TW-BOO-013 | | | 0.00 | 80 | \$0.00 | | |
| 41 | BIODEGRADABLE 6 X 6" X 3" BURGER BOX | 4/100 CT. | Transworld International | GREEN WAVE TW-BOO-004 | | | 0.00 | 50 | \$0.00 | | |
| 42 | BIODEGRADABLE 9" X 9" X 3" BOX | 4/75 CT. | Transworld International | GREEN WAVE TW-BLO-003 | | | 0.00 | 100 | \$0.00 | | |

Provide all additional information as required in section 4.4.4

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|--------------|
| Attachment B |
|--------------|

Contractors' Liability Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

| <u>Insurance Type</u> | <u>Coverage Limit</u> |
|--|---|
| 1. Commercial General Liability (Written on an Occurrence-based form) | \$1,000,000 per occurrence or more (Bodily Injury and Property Damage) |
| 2. Automobile Liability (Including Hired & Non-Owned) | \$1,000,000 per occurrence or more (Bodily Injury and Property Damage) |
| 3. Workers Compensation | Required for all personnel (In Compliance with Applicable State Law) |

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

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

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

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard 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

Attachment C

| ATTACHMENT C | | | |
|--|--|----------------|-------------|
| SAMPLE LIST OF OTHER ITEMS WE PURCHASE | | | |
| UNIT | DISCRIPTION | PACKED | 1YR. VOLUME |
| EACH | FILM PVC 18 " X 3000' | EACH | 145 |
| CASE | PIZZA BOX NON-COR 1.75" DEEP 10" X10" | 100 EA | 120 |
| CASE | PIZZA BOX COR 1.75" DEEP B-FLT 10" | 50/10 X 10 IN. | 24 |
| CASE | PIZZA BOX COR 1.75" DEEP B-FLT 16" | 50/16 X 16 IN. | 20 |
| CASE | PIZZA BOX SLICE 9.5" X 10"X1.75" DEEP | 200 EACH | 10 |
| CASE | SPOONS, HVY. WHT. NESTED | 1000 EA | 110 |
| CASE | CONTAINER PAPER W/LID 12 OZ. | 10/ 25 CT. | 85 |
| CASE | CONTAINER PAPER W/LID 16 OZ. | 10/ 25 CT. | 50 |
| CASE | PAD SCOUR 6 X 9 " HD ANTIMICRO | 1/20 CT. | 71 |
| CASE | CUP PORTION PLASTIC TRANS 3.25 OZ. | 12/200 CT | 16 |
| CASE | CUP PORTION PLASTIC TRANS 2 OZ. | 12/200 CT | 60 |
| CASE | CUP PORTION PLASTIC TRANS 1 OZ. | 20/250 CT. | 60 |
| CASE | CUP, PLAS. CIR. SOFT 20 OZ. | 20/25 CT | 23 |
| CASE | CUP, PLAS. CIR. SOFT 7 OZ. | 20/25 CT | 20 |
| CASE | CASE DISH, PLASTIC CLEAR 5 OZ. | 10/100 CT | 50 |
| CASE | BOWL, PLASTIC, CLEAR, 6 OZ. | 20/50 CT | 2 |
| CASE | TRAY FOOD PAPER 2 LB. | 4/250 CT. | 40 |
| CASE | TRAY FOOD PAPER 1 LB. | 4/250 CT. | 30 |
| CASE | TRAY FOOD PAPER 3 LB. | 2/250 CT. | 17 |
| CASE | TRAY FOOD PAPER 5 LB. | 2/250 CT. | 14 |
| CASE | SPOON SOUP HVY. PLAS. WHT. NESTED | 1000/EA. | 35 |
| EACH | FOIL ALMN. ROLL, HVY. WGT. 500 FEET. | 1/18 IN | 33 |
| CASE | CONTAINER, PLAS., CASE MW. BLK. W/DOME | 125/24 OZ. | 33 |
| CASE | CONTAINER, PLAS.,HNG. BLK/CIR MW | 100 /6X9X3 IN | 22 |
| CASE | PLATE, PLAS. BLK. 9 " OPULENCE | 12/20 CT. | 33 |
| CASE | PLATE, PLAS. BLK. 6 " OPULENCE | 12/20 CT. | 18 |
| CASE | PLARE, PLASTIC, CLEAR, 6" RGD CLSWR. | 10/18 CT. | 3 |
| CASE | BOWL, PLAS. CATER, BLK. 10 LB. | 1/25 CT. | 25 |
| CASE | LID PLAS. DOME CIR. FOR 10 LB. BWL | 1/25 CT. | 20 |
| CASE | BOWL PLASTIC, BLACK, PET 80 OZ. | 1/50 CT. | 3 |
| CASE | BOWL, PLAS. CATER, BLK. 5 LB. | 1/25 CT. | 22 |
| CASE | FORK, PLAS. HVY. WHT. NESTED | 1000 EA. | 32 |
| CASE | KNIFE, PLAS. HVY. WHT. NESTED | 1000 EA. | 25 |
| CASE | BAG, PLAS. 6.5" X 7" HI-DEN SADDLE | 2000/6.5X7 | 26 |
| BOX | DOILY, LACE, 12" ROUND WHT. | 1/1000 CT. | 1 |
| BOX | DOILY, LACE, 10" ROUND WHT. CAMBRIDGE | 1/1000 CT. | 20 |
| BOX | DOILY, LACE, 8" ROUND WHT. | 1/1000 CT. | 5 |
| BOX | DOILY, LACE, 5" ROUND WHT. | 1/1000 CT. | 2 |
| BOX | DOILY, FOIL LACE GOLD | 125/10 INCH | 2 |
| BOX | DOILY, FOIL LACE SILVER | 125/10 INCH | 2 |

| ATTACHMENT C | | | |
|---|--|---------------|--------------------|
| SAMPLE LIST OF OTHER ITEMS WE PURCHASE | | | |
| UNIT | DISCRIPTION | PACKED | 1YR. VOLUME |
| BOX | HAT, CHEF, PAPER PLEAT WHT. W/SB | 12/7 INCH | 2 |
| BOX | HAT, CHEF, PAPER PLEAT WHT. W/SB | 12/10 INCH | 2 |
| CASE | HAIRNET, LARGE SIZE, DK. BROWN | 10/144 CT. | 75 |
| BOX | GLOVE, POLY, SMOOTH, ELBOW LENGTH | 1/250 CT. | 2 |
| CASE | GLOVE, VINYL EXAM XLG. PF | 10/100 CT. | 18 |
| CASE | CUP, BAKING, PPR. 4.5X2X1 1/4 INCH | 1/2000 CT. | 15 |
| CASE | CIRCLE CAKE, PZZ. WHT. TOP 12 INCH | 250 EACH | 14 |
| CASE | CIRCLE CAKE, PZZ. WHT. TOP 10 INCH | 250 EACH | 10 |
| CASE | CIRCLE CAKE, PAPER, PRCHMT. 8-7/8 INCHES | 1000 EACH | 6 |
| CASE | CHOPSTICK BAMBOO RED ENV. 9 INCH | 10/100 CT. | 13 |
| CASE | TOWELETTE, MOIST, WET NAP, LOBSTER | 10/100 CT | 5 |
| BALE | BAG, PAPER, BROWN 8 LB. | 4/500 CT. | 12 |
| BALE | BAG, PAPER, BROWN, 16 LB. | 500 EA. | 3 |
| BALE | BAG, PAPER, BROWN, 20 LB. | 500 EA. | 5 |
| CASE | CONTAINER, PLASTIC, PIE, WDG. HNG. CLR | 8/63 CT. | 12 |
| CASE | CONTAINER, PLASTIC, HNG. BLK/CLR HEX. | 100/ 9 X 3" | 12 |
| CASE | STIRRER, COFFEE, WOOD, UNWRAPPED | 10/100 CT. | 18 |
| CASE | PICK, WOOD, FRILL 3 " | 10/1000 CT. | 10 |
| CASE | PICK, WOOD, CELLO WRAP, MINT | 12/1000 CT. | 4 |
| BALE | CONTAINER, CORR. INSUL. BEV. 96 OZ. 6X6 X8" | 25 EACH | 20 |
| BALE | CONTAINER, CORR. INSUL. BEV. 160 OZ. | 20 EA | 10 |
| BALE | CONTAINER, CORR. INSUL. SOUP-N-SERVE 128 OZ. | 15 EACH | 10 |
| CASE | CONTAINER PLAS. HNG. MICWV. 2 CMP 6X6X3" | 100 EACH | 10 |
| CASE | WRAP, BAKERY, SHT. INTFLD 6X10.75 INCHES | 10/1000 CT | 10 |
| CASE | PAN, FOIL, STEAM TABLE 4" DEEP, FULL | 50 EACH | 10 |
| CASE | PAN, FOIL, STEAM TABLE 2.5" DEEP, HALF | 100 EACH | 8 |
| CASE | GRIDDLE SCREEN 4X6 INCH | 10/20 CT. | 9 |
| CASE | GRIDDLE PAD, HEAVY DUTY 4.5X5.5 INCHES | 4/10 CT. | 6 |
| CASE | PATTY PAPER SQUARE 5.5 IN | 8/1000 CT. | 8 |
| CASE | FOIL ALMN. SHEET 9X10.75 INCHES | 6/500 CT. | 8 |
| CASE | WRAP, CELLO, SHEETINTFLD 16X16 INCHES | 4000 EA. | 6 |
| CASE | TRAY, PAPER PULP BEIGE, TUG 12X9X1 INCH | 250 EACH | 6 |
| CASE | NAPKIN, 15X 17" 2 PLY HNT. GRN. 1/8FOLD | 4/250 CT. | 6 |
| CASE | NAPKIN, 15X 17" 2 PLY WHITE 1/8FOLD | 10/300 CT. | 12 |
| OTHER COLORS OF NAPKINS WILL BE REQUIRED AS WELL FROM TIME TO TIME | | | |
| CASE | TABLE COVER, PAPER 3PLY ECRU 54 X 108 INCHES | 25 EACH | 8 |
| CASE | TABLE COVER, PAPER 3PLY ECRU 54 X 108 INCHES | 25 EACH | 8 |
| CASE | TABLE COVER, PAPER 3PLY RED 54 X 108 INCHES | 25 EACH | 8 |
| CASE | TABLE COVER, PAPER 3PLY BTRSWT 54 X 108 INCHES | 25 EACH | 8 |
| CASE | TABLE COVER, PAPER 3PLY BLUE 54 X 108 INCHES | 25 EACH | 16 |
| CASE | TABLE COVER, PAPER 3PLY WHITE 54 X 108 INCHES | 25 EACH | 16 |
| OTHER COLORS OF TABLE COVERS WILL BE REQUIRED AS WELL FROM TIME TO TIME | | | |
| ROLL | CLOTH CHS REG. WGT. 36 INCHES | 1/60YARDS | 2 |
| CASE | PATTY PAPER SQUARES 5.5 INCHES | 8/1000 CT. | 8 |

| ATTACHMENT C | | | |
|---|---------------------------------------|---------------|--------------------|
| SAMPLE LIST OF OTHER ITEMS WE PURCHASE | | | |
| UNIT | DISCRIPTION | PACKED | 1YR. VOLUME |
| CASE | FORK, PLASTIC, HEAVY STY. BLACK | 1000 CT. | 8 |
| CASE | SPOON, PLASTIC, HEAVY STY. BLACK | 1000 CT. | 8 |
| CASE | KNIFE, PLASTIC, HEAVY STY. BLACK | 1000 CT. | 8 |
| CASE | FORK, PLASTIC, IVORY, LOBSTER, 2 TINE | 5/500 CT. | |
| CASE | FILTER, COFFEE, 17.75 X 7.5 INCH | 250/3 GAL. | 5 |

This is not a complete list of products, as the University's student needs and desires change Black Bear Dining plan to keep in pace with new trends.