

**UNIVERSITY OF MAINE SYSTEM**

Office of Strategic Procurement
16 Central Street
Bangor, ME 04401

REQUEST FOR BID

May 8, 2006

**Dairy Products
For Auxiliary Services
University of Maine**

RFB NUMBER

RFB 29-06

BID MUST BE RECEIVED BY:

2:00 pm, Friday, May 19, 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

Table of Contents

SECTION 1	GENERAL INFORMATION	4
1.1	Definition of Parties	4
1.2	Evaluation	4
1.3	Award.....	4
1.4	Submittal Deadline and Location.....	4
1.5	Submittal Instructions.....	5
1.6	University Of Maine System Contacts.....	5
1.7	Inquiries and Interpretations.....	6
1.8	Cost of Preparation.....	6
1.9	Open Records.....	6
1.10	Terms and Conditions.....	6
1.11	Award Protest.....	6
1.12	Debarment.....	7
1.13	Samples.....	7
1.14	Product Listing Fact Sheet.....	7
1.15	Bid Documents.....	7
SECTION 2	GENERAL TERMS AND CONDITIONS	8
2.1	Time of Performance.....	8
2.2	Default.....	8
2.3	Termination.....	8
2.4	Contract Modification and Amendment.....	8
2.5	Independent Contractor.....	9
2.6	Right to Audit.....	9
2.7	University Policies.....	9
2.8	Non-Waiver of Defaults.....	9
2.9	Indemnification.....	10
2.10	Litigation.....	10
2.11	Severability.....	10
2.12	Smoking Policy.....	10
2.13	Non Disclosure.....	10
2.14	Publicity.....	11
2.15	Assignment.....	11
2.16	Parking Regulations and Use of Walkways.....	11
SECTION 3	CONTRACTUAL TERMS AND CONDITIONS	11
3.1	Contract Administration.....	11
3.2	Contract Term.....	12
3.3	Commitment.....	12
3.4	Pricing.....	12
3.5	Plant Inspection.....	13
3.6	Product Sampling.....	13
3.7	Payments.....	13
3.8	Ordering.....	14

3.9	Delivery Schedule and Locations.....	15
3.10	Packaging.....	15
3.11	Receiving and Inspection.....	16
3.12	Packing Slip.....	16
3.13	Liability Insurance Requirements.....	16
SECTION 4 SPECIFICATIONS AND BID SUBMITTAL		17
4.1	Products.....	17
4.2	Hazard Analysis Critical Control Point (HACCP).....	17
4.3	Specification and Bid Submittal.....	18
SECTION 5 SIGNATURES		18
5.1	University of Maine.....	18
5.2	Contractor.....	18
<u>Attachment A Bid Submittal Sheet</u>		<u>19</u>
<u>Appendix A Contractors' Liability Insurance</u>		<u>22</u>

The University of Maine System, acting through the University of Maine, is seeking bids for Dairy products 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 Systems office.

1.4. Submittal Deadline and Location

- 1.4.1. All bids must be received by The University of Maine System no later than **2:00 PM EST on Friday, May 19, 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 **2:00 PM, Friday, May 19, 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. **Two (2) hard copy originals and four (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 five (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.

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.

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

Samples of any or all products offered in this bid may be selected by the University for examination and testing prior to award.

1.14. Product Listing Fact Sheet

Bidders must provide a product listing fact sheet for all items offered in this bid.

1.15. 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.

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. 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.

2.6. Right to Audit

- 2.6.1. 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.
- 2.6.2. At any time during the term of this agreement and for a period of four (4) years thereafter 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.

2.7. University Policies

All employees, agents or subcontractors of the Contractor who enter the University of Maine campus for any reason relating to this contract shall at all times abide by and adhere to all University policies relating to sexual harassment and discrimination of all types. Further information on these policies may be obtained from the Office of Equal Opportunity, University of Maine (207-581-1226).

Failure to comply with any of these policies could result in termination of this contract without advanced notice.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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.

2.13. 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.

2.14. 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.

2.15. 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.

2.16. 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 two (2) years commencing on June 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 prices will be in effect for a minimum of one (1) year from the effective date of the contract.

3.4.2. After this period the University will accept verified manufacturer's price increases to a dealer or verified manufacturing costs to a manufacturer. All price increases must be of a general nature and apply to all customers. Notification of price increases must be furnished in writing to the contract administration (ref Section 3.1) for approval.

3.4.3. The University reserves the right to re-bid the contract if it does not want to accept price increases. 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 pricing to the University.

3.4.4. Maine Milk Commission Minimum Price (MMC)

- 3.4.4.1. Items that are subject to the MMC Price Schedule may fluctuate in accordance with that schedule.
- 3.4.4.2. The difference in the MMC price and the bid price at the time of this bid shall remain firm throughout the term of the contract. (e.g. If the bid price is \$.05 higher than the MMC minimum then the price to the University shall remain \$.05 higher than the MMC minimum price throughout the term of the contract, basically an index price plus a fixed mark-up.)
- 3.4.5. 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. Plant Inspection

- 3.5.1. The Contractor's plant shall be subject to inspection at all times.
- 3.5.2. If, in the opinion of the University, sanitary conditions are unsatisfactory, the contract shall be subject to cancellation.
- 3.5.3. Any losses incurred by the University as a result of such a cancellation shall be charged against the Contractor.

3.6. Product Sampling

- 3.6.1. Samples of all products under this contract may be selected by the University at any time during the contract period for examination and testing to determine compliance with specification standards and regulations for Fresh Dairy Products, which are issued by the Maine State Commissioner of Agriculture.
- 3.6.2. Samples shall be clearly labeled as to the contents and purveyor.

3.7. Payments

- 3.7.1. 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.
- 3.7.2. Accounts Payable address:

Accounts Payable
University of Maine
Auxiliary Services

103 Hilltop Commons
Orono, ME 04469

- 3.7.3. Invoice must include the purchase order number. There will be a new PO issued for each year of the contract.

3.8. Ordering

3.8.1. 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.

3.8.2. Back Orders

- 3.8.2.1. 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.
- 3.8.2.2. 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.
- 3.8.2.3. 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.

3.8.3. Shut Down Period

- 3.8.3.1. During the week prior to a shut down period, the Contractor shall work with each Dining Services operation to ensure that its product inventory is brought to a zero balance.
- 3.8.3.2. Any product which remains in an operation when a shut down begins shall be picked up by the Contractor and credit shall be issued to the Dining Service operation.

3.8.4. Prepackaged Items

Prepackaged items that are considered self-service, retail merchandise are not included in this contract.

3.9. Delivery Schedule and Locations

3.9.1. Schedule

- 3.9.1.1. Deliveries shall be made, at a minimum, three (3) days per week to the locations listed in Section 3.9.2
- 3.9.1.2. Deliveries shall be between 7:30 AM EST and 10:30 AM EST; and 11:00 AM EST and 1:00 PM EST.
- 3.9.1.3. Materials must be delivered to location specified on individual order.
- 3.9.1.4. No substitutions or cancellations are permitted without written approval of the University.
- 3.9.1.5. Deliveries shall be made during normal working hours only, unless Contractor obtains approval for late delivery.

3.9.2. Delivery Locations

- 3.9.2.1. Conference Services at Stodder Commons
- 3.9.2.2. University Concessions
- 3.9.2.3. Marketplace at Memorial Union
- 3.9.2.4. Oakes Room Café at Folger Library
- 3.9.2.5. Hilltop Commons
- 3.9.2.6. Stewart Commons
- 3.9.2.7. York Commons
- 3.9.2.8. Additional Locations may be added to this contract at any time during the contract term by the University.

3.10. Packaging

- 3.10.1. The Contractor shall deliver in and provide plastic dispenser cases to fit into current dispensing equipment for bulk milk. Plastic dispenser cases will be at no cost to the University.
- 3.10.2. All items shall be encased in sanitary cartons, cans, or containers and delivered in appropriate containers as used in commercial trade. The

containers shall be labeled as to contents and date packaged. This label shall be in an easily discernible location.

- 3.10.3. 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 time of delivery and returned to the Contractor's plant for cleaning and sanitizing. Containers may not be cleaned within the University's facilities.

3.11. Receiving and Inspection

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

3.12. Packing Slip

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

3.13. Liability Insurance Requirements

- 3.13.1. The successful Contractor will be required per the indicated requirements (Appendix A) 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.
- 3.13.2. Certificates of Insurance Must be delivered or mailed to:

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

- 3.13.3. 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

For items controlled by the Maine Milk Commission (MMC) bidders will use unit prices based on the April, 2006 MMC minimum price schedule. Please submit a copy of the April, 2006 MMC price schedule with your bid.

4.1. Products

- 4.1.1. All products shall be prepared from first quality materials and produced under absolutely sanitary conditions; premises and employees.
- 4.1.2. All products shall be fresh and shall comply with all standard requirements of the Maine Milk Law.
- 4.1.3. All fresh dairy products shall comply with State and USDA regulations governing fresh dairy products.

4.2. Hazard Analysis Critical Control Point (HACCP)

4.2.1. Definition

HACCP, or Hazard Analysis Critical Control Point, is a system used to control biological, chemical, and physical hazards associated with foodservice systems. This is accomplished by identifying potential hazards at specific points within the flow of food and preventing, eliminating, or reducing them to safe levels. The National Restaurant Association and Food and Drug Administration recommend that all foodservice facilities develop a proactive HACCP system. In doing so, facilities will be able to greatly reduce the risk of foodborne illness outbreak by: Identifying potentially hazardous foods and problematic procedures; establishing control measures to reduce risk; monitoring these control measures; and verifying food safety through documentation.

4.2.2. Implementation

In order to fully implement HACCP at The University of Maine's Dining Services, the organization must first have a solid foundation of prerequisite programs, or Standard Operating Procedures. This includes purchasing foods from suppliers who utilize the HACCP system to minimize risks associated with processing, storing, packing, and shipping potentially hazardous foods.

4.2.3. Bid Requirement

To reduce the risk of foodborne illness outbreak and enable Dining Services to fully implement a HACCP program, it is important that the flow of food be well monitored and controlled before it arrives at our facilities. It is therefore highly recommended that any supplier providing food to The University of Maine Dining Services be HACCP compliant.

4.3. Specification and Bid Submittal

4.3.1. 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.

4.3.2. 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). This will be the University's preferred method of submittal via a CD ROM (ref Section 1.5.2).

5. SIGNATURES

UNIVERSITY OF MAINE SYSTEM:

By: _____

Michael J. Noblet C.P.M.
Contract Specialist

Date: _____

CONTRACTOR:

By: _____

(Signature)

Name: _____

(Print or Type)

Address: _____

Telephone: _____

Fax: _____

Date: _____

ATTACHMENT A

Item#	Product Description	Package Size	Priced by	Brand	Manufacturer	Vendor Product Code	2005 Usage	Unit Price	Total Cost
1	Milk, bulk, dispenser, white, skim 5 gallons per bag in box	5 gal					1676		0.00
2	Milk, bulk, dispenser, white, 2%, 5 gallons per bag in box	5 gal					2696		0.00
3	Milk, bulk, dispenser, chocolate, 5 gallons per bag in box	5 gal					1353		0.00
4	Cheese, Cottage, nonfat, 5 lb. Cont	5 lb. Cont.					614		0.00
5	Cheese, Cottage, 4% regular 5 lb cont.	5 lb. Cont.					715		0.00
6	Cheese, Ricotta, Unripened, 2 lb cont.	2 lb. Cont.					624		0.00
7	Cream, Sour, 5 pound container	5 lb. Cont.					1518		0.00
8	Yogurt, plain, no fat 5 lb cont.	5 lb. Cont.					163		0.00
9	Yogurt, Strawberry, low fat, 5 lb. Cont.	5 lb. Cont.					580		0.00

Item#	Product Description	Package Size	Priced by	Brand	Manufacturer	Vendor Product Code	2005 Usage	Unit Price	Total Cost
10	Yogurt, blueberry, low fat 5 lb cont.	5 lb. Cont.					960		0.00
11	Yogurt, other flavors that are available no fat or low fat, 5 lb cont.	5 lb. Cont.							0.00
12	Yogurt, plain, low fat, verity pack, 6 oz cup Dannon	12/6oz cup					60		0.00
13	Dairyease, lactose free, Land of Lakes, by the quart	1 qt.					434		0.00
14	Milk, white, whole, homogenized, gallon plastic jug,	1 gallon					4607		0.00
15	Milk, white, 2%, homogenized, gallon plastic jug,	1 gallon					1510		0.00
16	Milk, white, skim, homogenized, gallon plastic jug,	1 gallon					3000		0.00
17	Milk, cartons, Chocolate, 2%, half pint 50 per case	each					6100		0.00
18	Milk, cartons, white, low fat, 1%, half pint 48 per case	each					5317		0.00
19	Milk, cartons, white, skim, half pint 48 per case	each					500		0.00

Item#	Product Description	Package Size	Priced by	Brand	Manufacturer	Vendor Product Code	2005 Usage	Unit Price	Total Cost
20	Cream, Aerosol whipped cream, 14 Oz. Can	each					1017		0.00
21	Creamers, half & half, 480 p/case, 3/8 oz. Each	480 p/case					180		0.00
22	Whole Milk(for dispenser in coffee area, 6ea., 96 oz. Per case	case					22		0.00
23	Cream, light(for dispenser in coffee area, 6ea., 96 oz. Per case	case					24		0.00
24	Cream, half & half, 10% and up Quart	each					8448		0.00
25	Cream, Heavy, 36% and up quart, box, PP	each					3965		0.00
26	Cream, lite, 18% and up quart, box, PP	each					2260		0.00
27	Milk, Buttermilk, Cultured, PP, quart	each					950		0.00
28	Lemonade, PP, Half pint	each					1000		0.00

Appendix A

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