



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Proposal (RFP)

DAIRY PRODUCTS FOR  
UNIVERSITY OF MAINE AUXILIARY SERVICES  
RFP #049-16

**Issued Date:** March 11, 2016

**Response Deadline Date/Time:** April 13, 2016 / 5:00 P.M.

**Response Submission Information:**

University of Maine System  
Office of Strategic Procurement  
Submitted electronically to **roger.ward@maine.edu**  
Email Subject Line – **Dairy Products for UM Auxiliary Services –  
RFP #049-16**

**Response Contact Information:**

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Email: roger.ward@maine.edu Phone: (207) 581-2712

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# SECTION 1

## 1.0 General Information

### 1.1 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent(s)". The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor." The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

### 1.2 Purpose

The University of Maine is seeking responses to provide a long-term contract to provide dairy products for Auxiliary Services Dining and Catering operations as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral programs. Ranked 105th by the National Science Foundation among American research universities, UMaine's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

The University of Maine Dining Services mission statement: "Where the genuine care, comfort and education of the campus community is our mission; committed to innovative choices, wellness, and sustainability by joining quality assurance with superior guest satisfaction." The University of Maine Dining Services is unique as in it is the only self-operated Dining Facility within the University of Maine System's seven campuses with annual spend approximately \$5.5 million dollars. The University of Maine Dining Services is seeking best practices to continue to provide quality food and experiences at the lowest cost possible.

This Request for Proposal outlines and describes the products and services expected by the University. The objective of this RFP is to select a vendor to provide delivered dairy products for dining and catering requirements. A list of the highest usage products is provided in Appendix B 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 spend total for dairy products in fiscal year 2015 was \$158,000. 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.

There is a preference on the University to increase the use of locally sourced food in the campus dining operations, including food from Maine. A system-wide dining survey revealed that faculty, students and staff have an interest in local sourcing but also that there is a price sensitivity limit of how much additional they are willing to pay for locally sourced foods. As outlined in Section 1.4 Evaluation Criteria, locally sourced food is a scored matrix, cost is the primary scored matrix.

The University is committed to achieving a goal of 20% locally sourced food by the year 2020 beginning with a minimum of 15% local food purchase in the first year with a 1% increase in each ensuing year. The University has adopted the following definition of locally sourced foods for the term of this Agreement:

The University of Maine System defines locally sourced food as any food produced or harvested by a producer or processor, including in Maine, within 175 miles of the University of Maine System's seven primary campuses. This definition applies to the following food product categories: produce (fruits and vegetables), dairy, eggs, poultry, meat, fish/seafood, baked goods/grains and grocery. Processed or prepared foods with at least 50% of their ingredients by weight qualifying as locally sourced food will be counted. A more detailed description of food purchasing guidelines is presented in Appendix B-2 of this RFP.

In May of 2015 the UMS Board of Trustees approved a policy to:

*Allow reasonable preference when feasible for food goods produced sustainably, in a manner that minimizes transportation to the consuming location, or with other such environmental attributes or advantages as may be available in the marketplace, while balancing those benefits against price and other considerations.*

Here is a link to the full policy: <http://www.maine.edu/about-the-system/board-of-trustees/policy-manual/section1002/>

Respondents should review **Section 2** of this document to see the full Scope of Services/Products required.

Though this document is primarily for University of Maine, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

## 1.3 Eligibility to Submit Responses

1.3.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

## 1.4 Evaluation Criteria

**Scoring Weights:** The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria.

Submission Requirements	Category	Points
Section 4 (4.1-4.2)	Organization Qualifications, Experience, and Financial Stability	15
Section 4 (4.3)	References	5
Section 4 (4.4)	Economic Impact Within State of Maine	15
Section 4 (4.5)	Cost Response	50
Section 5	Local Sourcing & Sustainability Response	10
Section 6	Contract for Services	5
	<b>Total Points</b>	<b>100</b>

#### **Section 4 (4.5 Only)** – Cost Response

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

$$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times (50) = \text{prorated score}$$

**Best and Final Offers:** All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will not be given another opportunity to modify pricing once submitted.

#### **Section 5** – Local Sourcing & Sustainability

Responses will need to include company's Local Sourcing and Sustainability programs.

#### **Section 6** – Contract for Services

Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment.

### 1.5 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Respondents' Optional Pre-Bid Conference	<b>March 24, 2016 9:00 a.m. to 10:00 a.m.</b>
Section 1, 1.7	Deadline for Written Inquiries/Questions	<b>March 30, 2016</b>
Section 1, 1.7	Response to Written Inquiries/Questions	<b>April 5, 2 016</b>
Section 1, 1.16	Deadline for Proposal Submission	<b>April 13, 2016</b>
	Award Announcement ( <b>subject to change</b> )	<b>April 27, 2016</b>

	Estimated Agreement Start Date (subject to change)	July 1, 2016
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## 1.6 Communication with the University

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

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

Refer to table in **Section 1, 1.5 Timeline of Key Events** for deadline requirements.

Respondents are required to contact the University using the **Response Contact Information** before the end of the business day of March 23, 2016 to register for optional pre-bid conference.

## 1.7 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, a Agreement may be awarded to that Respondent without further action.

## 1.8 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge.

## 1.9 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. After the protest period has passed and the Agreement is fully executed, the winning response 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 portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

## 1.10 Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

## 1.11 Debarment

Submission of a signed response in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

## 1.12 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

## 1.13 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

## 1.14 Non-Responsive Submissions



The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

## 1.15 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

## 1.16 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

## 1.17 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

## 1.18 Contractor's Liability Insurance

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations  (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$2,000,000 per occurrence or more  Product's Sublimit of at least \$1,000,000 per occurrence
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

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

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

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

**University of Maine System  
Risk Manager  
Robinson Hall  
46 University Drive  
Augusta, Maine 04330**

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.

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

### **1.19 Pricing:**

All prices quoted shall remain firm 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 sixty (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 Contract Administrator and any decrease in the price shall be reflected in the University's cost of the product.

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 \$0.05 higher than the MMC minimum, then \$0.05 shall be considered a fixed markup throughout the term of the contract. The contractor shall be responsible for notifying the Contract Administrator of price changes as announced by the Maine Milk Commission.

Seventeen (17) items representing the University's highest volume products are listed in Appendix B – Cost Response Form. Other products may be purchased during the term of the contract. Products not subject to MMC pricing may be purchased during the term of the contract at cost plus a fixed percent markup.

F.O.B. Destination: Prices quoted will be considered to include, but not limited to, all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges necessary to complete delivery.

## 1.20 Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

## 1.21 Agreement Documents

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, 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 Agreement Documents.

In the event of a conflict of terms the follow precedence will apply:

1. University of Maine System Contract for Services
2. The University's RFP
3. Respondent's Submission
4. Contract Amendments (as required)
5. Purchase Order or Letter of Agreement

The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**. Respondent's submission requirements for the Contract for Services are provided in **Section 6.0** of this document.

## 1.22 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

## 1.23 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.

## 1.24 Samples

The University reserves the right to request samples from the 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  
University of Maine  
5734 Hilltop  
Orono, ME 04469-5734

## 1.25 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, 2016 and ending June 30, 2019. With mutual and written agreement, the contract may be extended for two (2) additional one (1) year periods.

## SECTION 2

### 2.0 Scope of Work

The objective of this RFP is to select a contractor to provide delivered dairy products for dining and catering requirements of the University of Maine in Orono. A list of the highest usage products is provided as a Market Basket in Appendix B – Cost Response Form. **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 spend total for dairy products in fiscal year 2015 was \$158,000. 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.

### 2.1 Delivery:

- 2.1.1 Delivery during academic sessions (fall and spring semester) will be required four (4) days per week, Monday, Tuesday, Thursday and Friday to five (5) locations at the Orono Campus.
- 2.1.2 Delivery during non-academic will be required three (3) days per week, Monday, Wednesday and Friday to five (5) locations at the Orono Campus.
- 2.1.3 Deliveries are required to be performed between 7:30 a.m. and 10:30 a.m. EST.
- 2.1.4 Delivery locations include full-service dining and retail facilities; The Bear's Den at Memorial Union, Wells Dining and Conference Center, Hilltop Dining, York Dining and Oakes Room at Fogler Library.
- 2.1.5 The Director of Dining Services will notify the Contractor based on the academic calendar of when the number of deliveries per week will be adjusted. Changes in the delivery schedules will only be permitted with approval by the Director of Dining Services.

### 2.2 Product Specifications:

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 Nutritional data shall be provided to the University upon request.

### 2.3 Product Sampling:

- 2.3.1 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.

## 2.4 Packaging:

- 2.4.1 The Contractor shall provide plastic dispenser cases at no charge to fit into current dispensing equipment for bulk milk.
- 2.4.2 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.
- 2.4.3 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 location.

## 2.5 Dispensers:

- 2.5.1 The successful bidder must provide creamer dispensers for each dining location.

## 2.6 Date Coding:

- 2.6.1 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.

## 2.7 Ordering – Routine and Special Procedures:

- 2.7.1 The Contractor shall provide to each University delivery location, the name and telephone number of the company sales representative who may be contracted 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.

## 2.8 Hazard Analysis Critical Control Point (HACCP):

- 2.8.1 The Contractor shall have compliant and efficient HACCP programs in place to ensure product safety and quality.

# SECTION 3

## 3.0 Response Submission Requirements

This section contains instructions for Respondents to use in preparing their responses. The Respondent's response must follow the outline used below, including the numbering of section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response. Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

### 3.1 General Format Instructions

- 3.1.1 **ELECTRONIC SUBMISSIONS** - Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

- 3.1.2 **RESPONSE COVER PAGE** - Respondents must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Respondent's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Respondent address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into Agreements on behalf of the Respondent.
- 3.1.3 **RESPONDENTS RESPONSIBILITY** - It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.



- 3.1.4 **BRIEF RESPONSE** - Respondents are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.
- 3.1.5 **ADDITIONAL ATTACHMENTS PROHIBITED** - The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

## 3.2 Proposal Format Instructions

The response shall be submitted under the same cover at the same time, in the six (6) distinct sections noted below:

### **Requirements - Organization Qualifications and Experience**

1. Label this Section 1 in the response.
2. Appendix A – University of Maine System Response Cover Page and table of contents.
3. Provide responses for each requirement for **RFP Section 4**:
  - a. 4.1 Organizational Qualifications and Experience
  - b. 4.2 References
  - c. 4.3 Economic Impact within the State of Maine – Appendix C

### **Requirements - Cost Response**

1. Label this Section 2 in the response.
2. Provide responses for each requirement in **RFP Section 4**:
  - 4.4 Cost Response – Specification and Bid Submittal Sheet referenced in Appendix B.

### **Requirements – Sustainability and Environmental Protection Programs**

1. Label this Section 3 in the response.
2. Provide information on the company’s environmental protection programs.
3. Provide information on the company’s sustainability and local sourcing programs as outlined in **RFP Section 5**.

### **Contract for Services**

1. Label this Section 4 in the response.
2. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **RFP Section 6**.

### **Confidential Information**

1. Label this Section 5 in the response.
2. Provide the documents as outlined in **RFP Section 7**.

### **Attachments**

1. Label this Section 6 in this response.
2. Any remaining attachments required as part of the response.



## SECTION 4 - REQUIREMENTS

### 4.0 Organizational Qualifications, Experience, Financial Stability, References & Costs

Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

#### 4.1 Organizational Qualifications and Experience – 15 points

- 4.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 4.1.2 If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
- 4.1.3 Provide a statement describing your company's ability to meet all requirements listed in **Section 2.0**.
- 4.1.4 Provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 4.1.5 Provide a client list that includes any and all higher education clients.
- 4.1.6 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document
- 4.1.7 Provide a copy of the company's most recent Health Inspection Report.
- 4.1.8 Provide a copy of the company's HACCP certificate of compliance.
- 4.1.9 Provide Date Coding Key if applicable.
- 4.1.10 Provide in-house sales contact information.
- 4.1.11 Provide outside sales contact information.

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

4.1.13 Provide your company's Workers Compensation Experience Modification Rate (EMR) for the past three (3) years.

## 4.2 References – 5 points

Provide at least three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine.

## 4.3 Economic Impact within the State of Maine – 15 points

In addition to all other information requested within this document, each Respondent must complete **Appendix C** of its response to describing the Respondent's economic impact upon and within the State of Maine.

## 4.4 Cost Response – 50 points

### 4.4.1 General Instructions:

4.4.1.1 The Respondent must submit a cost response that covers 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 sixty (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 decreases, the Contractor shall promptly notify the University of Maine and any decrease in price shall be reflected in the University's cost of the product.

4.4.1.2 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 \$0.05 higher than the MMC minimum, then \$0.05 shall be considered a fixed markup throughout the term of the contract. The contractor shall be responsible for notifying the Contract Administrator of price changes as announced by the Maine Milk Commission.

4.4.1.3 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.

- 4.4.1.4 The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements.
- 4.4.1.5 Failure to provide the requested information and to follow the required cost response format provided in Appendix B may result in the exclusion of the Response from consideration, at the discretion of the University.
- 4.4.1.6 No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.

4.4.2 Cost Response Form Instructions – Appendix B

- 4.4.2.1 The Respondent **MUST** fill out **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of **Specification and Bid Submittal Sheet**, email the contact provided in **Section 1.6**.

For items controlled by the Maine Milk Commission, bidders will use unit prices based on the **Schedule of Minimum Wholesale and Retail Prices Effective January 3, 2016, Order No. 01-16**.

## SECTION 5

### 5.0 Local Sourcing and Sustainability – 10 points

#### 5.1 UMS Local and Sustainability Policy

In May of 2015 the UMS Board of Trustees approved a policy to, “Allow reasonable preference when feasible for food goods produced sustainably, in a manner that minimizes transportation to the consuming location, or with other such environmental attributes or advantages as may be available in the marketplace, while balancing those benefits against price and other considerations.”

Here is a link to the full policy: <http://www.maine.edu/about-the-system/board-of-trustees/policy-manual/section1002/>

#### 5.2 Locally-Sourced Food Definition

The University of Maine System defines locally sourced food as any food produced or harvested by a producer or processor, including in Maine, within 175 miles of the University of Maine System’s seven primary campuses. This definition applies to the following food product categories: produce (fruits and vegetables), dairy, eggs, poultry, meat, fish/seafood, baked goods/grains and grocery. Processed or prepared foods with at least 50% of their ingredients by weight qualifying as locally sourced food will be counted. A more detailed description of food purchasing guidelines is presented in Appendix B-2 of this RFP.

5.2.1 Provide company information of Locally Sourced food programs.

5.2.2 Provide company information of sustainability programs.

## SECTION 6

### 6.0 Contract for Services Requirements – 5 points

- 6.1 The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**. By submitting a response to a Request for Proposal, bid, or other offer to do business with the University of Maine System, your entity understands and agrees that the attached University of Maine System, Contract for Services is the required agreement format.

The Respondent is encouraged to accept the format and terms and conditions as part of their submission. **Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment.** To signify acceptance of the terms and conditions, Riders, the RFP and the Respondent's response, including all appendices or attachments, are incorporated in the final Agreement, the Respondent will sign the attached document and provide it as part of their response.

Any Respondent that requires adjustments to the terms and conditions other than what is part of the Respondent's submission (Riders A, A1, B1, & B2), will be required to provide the response as outlined in Section 5, 5.1.1 directly below.

- 6.1.1 Provide a **red-line version** to reflect language adjustments to the University of Maine System, Contract for Services, "Agreement".

For a copy of the word version of the Agreement email the contact provided in **Section 1.6**.

## **SECTION 7**

### **7.0 Confidential Information**

- 7.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Respondent’s general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See 1.18
  
- 7.2 IRS Form W-9, or Form W-8 if you are a foreign entity.

## **SECTION 8**

### **8.0 List of Appendices and Related Documents**

This section lists documents which are included.

8.1 Appendix A – University of Maine System Response Cover Page

8.2 Appendix B – Cost Response Form

8.3 Exhibit 1 – Pricing

8.4 Appendix C – Economic Impact Form

8.5 University of Maine System, Contract for Services

## Appendix A – University of Maine System Response Cover Page

### RFP #049-16 Dairy Products for the University of Maine Auxiliary Services

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
- No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

*To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Typed)



## Appendix B - Cost Response Form

**University of Maine System  
COST RESPONSE FORM**

**RFP #049-16  
Dairy Products for the University of Maine Auxiliary Services**

Respondent's Organization Name:

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Payment/Discount Terms: \_\_\_\_\_

Percentage Markup: Items not listed in Appendix B – Cost Response Form Market Basket and not covered under MMC pricing shall be provided at cost plus fixed markup percentage.

The markup shall be fixed for the initial term of the contract and all renewals. \_\_\_\_\_%

## Market Basket 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	Milk, white, whole, homogenized, 16OZ plastic container	each				1521		
7	Milk, white, skim, homogenized, 16OZ plastic container	each				2916		
8	Milk, 1% chocolate, homogenized, 16OZ plastic container	each				5252		
9	Dairyase or equivalent, lactose free, 1 quart carton	each				130		
10	Milk, white, whole, homogenized, 1 gallon plastic jug	each				4417		
11	Milk, white, 2%, homogenized, 1 gallon plastic jug	each				1996		
12	Milk, white, 1%, homogenized, 1 gallon plastic jug	each				960		
13	Milk, white, skim, homogenized, 1 gallon plastic jug	each				1560		
14	Cream, half & half, 10% and up, 1 quart carton	each				5856		
15	Cream, heavy, 36% and up, 1 quart carton	each				2904		
16	Cream, lite, 18% and up, 1 quart carton	each				1284		
17	Milk, buttermilk, cultured, 1 quart carton	each				249		

# Appendix C – Economic Impact Form

## University of Maine System ECONOMIC IMPACT FORM

### RFP #049-16 Dairy Products for the University of Maine Auxiliary Services

Respondent's Organization Name:

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#### GENERAL INSTRUCTIONS:

In addition to all other information requested within this RFP, each Bidder should complete the tables below to quantify the Bidder's economic impact upon and within the State of Maine.

For the purposes of this RFP, the term "economic impact" shall be defined as the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Respondent's response, the Respondent shall provide the information requested, describing the Respondent's **overall** recent economic impact with the State of Maine and, separately, the projected economic impact with the State of Maine that would **specifically result from the awarded contract only**, should the Respondent be selected.

#### Recent Economic Impact (Respondent's overall Economic Impact over the past 24-month period)

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 24-month period	\$
Payments made to Maine-based subcontractors in past 24-month period	\$
Payments of State and local taxes in Maine within past 24-month period	\$
Payments of State licensing fees in Maine within past 24-month period	\$
<b>Total <u>overall</u> Recent Economic Impact</b>	<b>\$</b>

#### Projected Economic Impact (Future 24-month economic impact resulting from the awarded contract)

Economic Impact Factors	Factors Expressed in Dollars
Salaries to be paid to Maine residents in future 24-month period as a result of the awarded contract	\$
Payments to be made to Maine-based subcontractors in future 24-month period as a result of the awarded contract	\$
Payments of State and local taxes in Maine to be made in future 24-month period as a result of the awarded contract	\$
Payments of State licensing fees in Maine to be made in future 24-month period as a result of the awarded contract	\$
<b>Total <u>Projected Economic Impact only</u> from awarded contract, if selected</b>	<b>\$</b>

## UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

This Contract for Services Master Agreement ("Agreement" or "Master Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **University of Maine System**, hereinafter referred to as the "**University**", and \_\_\_\_\_, hereinafter referred to as "**Contractor**".

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

**Rider A** - Specifications of Work to be Performed

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

**Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification

**Contract Amendments** as required

**Request for Proposal #049-16** Issue Date **March 11, 2016** Titled **Dairy Products for the University of Maine Auxiliary Services**.

**Contractor's Bid in Response to Request for Proposal #049-16** Proposal Submission Date **April 13, 2016** Titled **Dairy Products for the University of Maine Auxiliary Services**.

**WHEREAS**, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
2. **Term**: This Contract shall commence on **July 1, 2016** and shall terminate on **June 30, 2019**, unless terminated earlier as provided in this Contract with option for two (2) additional one (1) year extension upon the parties' mutual agreement.
3. **Payment**:
  - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

- B. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.
- C. **“Multi-Institution Capabilities”** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
4. **Termination:** The **Agreement** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** Glenn Taylor, Director of Dining Services shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities

upon request. The university encourages the employment of qualified individuals with disabilities.

13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract**: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply.
18. **Licensing**: Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.

19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
  
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
  
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
  
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
  
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

University of Maine System  
Robinson Hall  
46 University Drive  
Augusta, Maine 04330

Attn: Contract Administrator



**To Contractor:**

**<<BID INSTRUCTIONS – Bidder to supply information noted below for submission with their proposal/bid. >>**

**Company Name:**

**Contact Name:**

**Address:**

**Phone Number:**

**Fax Number:**

24. **Invoices:** Unless otherwise specified in an attachment hereto, Payment shall be made upon submittal of an electronic invoice to the University by the Contractor to the billing contact information supplied on the Purchase Order. Contractor payments are made on a net 30 basis unless a discount is offered. Questions regarding invoices will be directed to:

Accounts Payable Shared Services

Phone: [207-581-2692](tel:207-581-2692)

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
  - B. **Rider A - Specifications of Work to be Performed**
  - C. **Rider A-1 – Pricing**
  - D. **Rider B-1 – Insurance Requirements**
  - E. **Rider B-2 – Substitute Form W-9 - Taxpayer Identification Number Request & Certification**
  - F. **Contract Amendments** as required
  - G. **Request for Proposal #049-16 Issue Date March 11, 2016 Titled Dairy Products for the University of Maine Auxiliary Services.**
  - H. **Contractor’s Bid in Response to Request for Proposal #049-16 Proposal Submission Date April 13, 2016 Titled Dairy Products for the University of Maine Auxiliary Services.**

26. **Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

**The Community College System and Maine Maritime Academy**, both public higher education institutions in the state, shall be permitted to piggyback off of the University’s contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

**27. 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 addition, University Institutions may



have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

**Remaining section of this page intentionally left blank**

**28. Signatures**

FOR THE UNIVERSITY OF MAINE  
SYSTEM:

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

FOR THE CONTRACTOR:

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Tax ID #: \_\_\_\_\_

**Per University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer, or designee, and it is not approved, valid or effective until such written approval is granted."**

BY: \_\_\_\_\_

Title: \_\_\_\_\_  
Chief Procurement Officer or designee

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

## RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

### INTENT AND PURPOSE

The objective of this RFP is to select a contractor to provide delivered dairy products for dining and catering requirements of the University of Maine in Orono. A list of the highest usage products is provided as a Market Basket in Appendix B – Cost Response Form. **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 spend total for dairy products in fiscal year 2015 was \$158,000. 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.

### 1.1 Delivery:

- 1.1.1 Delivery during academic sessions (fall and spring semester) will be required four (4) days per week, Monday, Tuesday, Thursday and Friday to five (5) locations at the Orono Campus.
- 1.1.2 Delivery during non-academic will be required three (3) days per week, Monday, Wednesday and Friday to five (5) locations at the Orono Campus.
- 1.1.3 Deliveries are required to be performed between 7:30 a.m. and 10:30 a.m. EST.
- 1.1.4 Delivery locations include full-service dining and retail facilities; The Bear's Den at Memorial Union, Wells Dining and Conference Center, Hilltop Dining, York Dining and Oakes Room at Fogler Library.
- 1.1.5 The Director of Dining Services will notify the Contractor based on the academic calendar of when the number of deliveries per week will be adjusted. Changes in the delivery schedules will only be permitted with approval by the Director of Dining Services.

### 1.2 Product Specifications:

- 1.2.1 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.
- 1.2.2 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.

1.2.3 Nutritional data shall be provided to the University upon request.

### 1.3 Product Sampling:

1.3.1 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.

### 1.4 Packaging:

1.4.1 The Contractor shall provide plastic dispenser cases at no charge to fit into current dispensing equipment for bulk milk.

1.4.2 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.

1.4.3 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 location.

### 1.5 Dispensers:

1.5.1 The successful bidder must provide creamer dispensers for each dining location.

### 1.6 Date Coding:

1.6.1 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.

### 1.7 Ordering – Routine and Special Procedures:

1.7.1 The Contractor shall provide to each University delivery location, the name and telephone number of the company sales representative who may be contracted 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.

### 1.8 Hazard Analysis Critical Control Point (HACCP):

The Contractor shall have compliant and efficient HACCP programs in place to ensure product safety and quality.

#### **PRODUCT SCOPE OF WORK:**

**<< BID INSTRUCTIONS - Bidder to provide product/service scope of work description as part of their proposal/bid submission. >>**

**Additional Scope:** The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

**PRICING:** Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

#### **PERFORMANCE TERMS AND CONDITIONS**

- 1. Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2. 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 limited to, dollar volume, items sold, and services rendered.
- 3. Deliveries:** Delivery during academic sessions (fall and spring semester) will be required four (4) days per week, Monday, Tuesday, Thursday and Friday to five (5) locations at the Orono Campus. Delivery during non-academic will be required three (3) days per week, Monday, Wednesday and Friday to five (5) locations at the Orono Campus. The Director of Dining Services will notify the Contractor based on the academic calendar of when the number of deliveries per week will be adjusted. Changes in the delivery schedules will only be permitted with approval by the Director of Dining Services. Delivery locations

include full-service dining and retail facilities; The Bear's Den at Memorial Union, Wells Dining and Conference Center, Hilltop Dining, York Dining and Oakes Room at Fogler Library. Normal fall semester runs from the end of August to the middle of December and spring semester runs from the middle of January to the middle of May. All deliveries must be completed prior to 10:30 A.M.

- a. Additional deliveries may be added or deleted at any time throughout the term of the contract by the University. Ordering schedules will be determined after the award of the contract. Changes in the ordering and delivery schedules may not be made without approval from the Director of Dining Services.
  - b. The Contractor shall not set minimum delivery limits by dollar or by volume and shall not charge the University of smaller than normal orders.
  - c. 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.
  - d. 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 the delivery, shall be picked up on the next scheduled delivery.
- 4. Transportation Charges:** Prices must be F.O.B. Destination. Prices 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.
- 5. 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.
- 6. 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 and price than the requested item and all substitutions must be approved by the University of 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 substitution product shall be invoiced at the lower sell price.
- 7. Case Splitting:** Contractor must split cases, if necessary and requested by the University. No case break fee will be applied when this is requested.
- 8. 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 shutdown begins, may be picked up by the Contractor and credit issued to the 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.

**9. Parking Regulations and Use of Walkways:** The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by Campus Police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Public Safety Parking Office at 207-581-4047.

**10. Pricing:** All prices quoted shall remain firm 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 sixty (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 Contract Administrator and any decrease in the price shall be reflected in the University's cost of the product.

- a. **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 \$0.05 higher than the MMC minimum, then \$0.05 shall be considered a fixed markup throughout the term of the contract. The contractor shall be responsible for notifying the Contract Administrator of price changes as announced by the Maine Milk Commission.
- b. **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.

**11. Product Specifications:**

- a. 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.
- b. 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.
- c. Nutritional data shall be provided to the University upon request.

**12. 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.

**13. Product Sampling:** The University reserves the right to request product samples from bidders for



**RIDER A-1  
PRICING**

**<< BID INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations. No action needed for Bidder as part of their proposal/bid submission. >>**

**RIDER B-1  
INSURANCE REQUIREMENTS**

**<< BID INSTRUCTIONS - Bidder to provide their Contractor's Liability Insurance (CIA) Form here as part of their proposal/bid submission. The text below will be removed and the CIA form will be inserted as an image under Rider B-1>>**

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations  (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$2,000,000 per occurrence or more  Product's Sublimit of at least \$1,000,000 per occurrence
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

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

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

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

**University of Maine System  
Risk Manager  
Robinson Hall  
46 University Drive  
Augusta, Maine 04330**

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.

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

RIDER B-2

Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a U.S. person (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

Part 1 Tax Status:

Print Name: \_\_\_\_\_
Address (number, street, and apt. or suite no.): \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Phone: (\_\_\_\_) \_\_\_\_\_

Complete One:

[ ] Individual/Sole Proprietor Business Name, if different from above \_\_\_\_\_
Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_
- or - Business EIN \_\_\_\_ - \_\_\_\_\_

[ ] Partnership EIN \_\_\_\_ - \_\_\_\_\_

[ ] Corporation EIN \_\_\_\_ - \_\_\_\_\_

Please answer questions below if you are a corporation:

- 1. Corporation providing legal services? Y N
2. Corporation providing medical services? Y N

[ ] Limited Liability Company EIN \_\_\_\_ - \_\_\_\_\_

[ ] Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN \_\_\_\_ - \_\_\_\_\_

[ ] Government Entity EIN \_\_\_\_ - \_\_\_\_\_

[ ] Estate or Trust EIN \_\_\_\_ - \_\_\_\_\_

[ ] All other Entities EIN \_\_\_\_ - \_\_\_\_\_

Part 2 Exemption:

If exempt from Form 1099 reporting, check here: [ ]
and circle your qualifying exemption reason below

- 1. An organization exempt from tax under IRC section 501(a)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: \_\_\_\_\_

Part 3 Certification:

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,
and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person: \_\_\_\_\_ Date: \_\_\_\_\_

Please return this form with the attached contract. Thank you for your cooperation

