



**REQUEST FOR PROPOSAL**

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

**RFP #17-10**

**ISSUE DATE:  
FEBRUARY 19, 2010**

**PROPOSALS MUST BE RECEIVED BY:  
MARCH 16, 2010**

**MAIL OR DELIVER PROPOSALS TO:**

Anne-Marie Nadeau, C.P.M.  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

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## PROCUREMENT TIMETABLE

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

**It is the responsibility of the bidder to understand the requirements of each section.**

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

<b>Activity</b>	<b>Scheduled Date</b>
Distribution of RFP	February 19, 2010
Public Notice of RFP	February 19, 2010
Deadline for Receipt of Written Questions	March 5, 2010
Deadline for Posting of Responses to the University of Maine System Website	March 8, 2010
RFP Response Due Date	March 16, 2010
Proposal evaluation period	March – April 2010
Contractor selection	May 2010
Contract Start Date	July 1, 2010

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

## SECTION ONE

### 1.0 GENERAL INFORMATION

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

#### Additional Terms:

- 1.1.2 Laid-in Cost (also called Landed cost) is the manufacturer's invoice cost to the distributor plus any applicable freight charges. The laid-in cost is calculated by taking the last invoice cost charged to the distributor on a manufacturer's invoice, less any product specific allowances, reflected on the invoice, plus applicable freight costs. Cost is not reduced by non-product specific allowances such as cash discounts, freight pick up allowances, label allowances and growth or other performance-based incentive to reach final University net cost.
- 1.1.3 Off-invoice Allowance/Deviation refers to a customer specific allowance discount negotiated with a manufacturer for a specific dollar amount for a specified time frame. This would include but not be limited to allowances given to non-profit organizations, colleges and universities. An off-invoice allowance is deducted from the University net cost to arrive at the University adjusted net cost.
- 1.1.4 Percent Mark-up is the percentage applied to the laid-in cost to determine the delivered price to the University. This percentage would represent all elements of the contracted price. It would typically consist of the distributor's projected overhead: packaging costs, delivery cost, storage and any other projected expenses associated with the distributor's function and anticipated profit.
- 1.1.5 University net cost is the cost to the University for the product after the percent markup is added to the laid-in cost of the distributor.
- 1.1.6 University Adjusted Net Cost is the cost to the University after subtracting any negotiated off-invoice allowances. This would be calculated by taking the laid-in cost, applying the percent markup for that product category, then subtracting any negotiated off-invoice allowances.
- 1.1.7 Rebates or Direct Rebates shall refer to revenues, points or discounts that are redeemed after proof of purchase is provided. The term Rebate includes but is not limited to the following programs or types of programs: general manufacturer rebates, coupon programs, frequent buyer, Star Awards, Value Plus, CURB and distributor's own rebate programs. Rebates are to be paid directly to the University and are exclusive of the Purchase Price.
- 1.2 General Information: Founded in 1865, the University is Maine's only land-grant and sea-grant institution and serves as the flagship university of the University of Maine System. It is the largest of the state's seven universities with a student enrollment of over 11,800 (approximately 3,500 students in residence) and 2,300 faculty and staff.

This Request for Proposal outlines and describes the products and services expected by the University. The objective of this RFP is to select a contractor or contractors to provide groceries, including frozen, canned, dry and dairy products, meat and poultry, fresh and frozen fish products and produce for dining and catering requirements. Lists of the highest usage items for each category are provided in Schedules I - IV for market basket pricing. Bidders may choose to submit proposals for any or all schedules. The contract(s) shall not be limited to the items listed on the Schedules. The University shall require the availability of a complete line of groceries, meat and poultry, fish products and produce in addition to the items listed on the Schedules. Approximate spending totals for each of the food categories in fiscal year 2009 are as follows:



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

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

- 1.3 Alternates: Unless the item is identified as "No Substitute" in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidder to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, 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 to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name products referenced in the solicitation.
- 1.4 Award: The University may award this proposal by schedule, by groups of schedules, or all to one bidder, whichever is in the University's best interest. The University reserves the right to conduct any tests it may deem advisable, and to make all evaluations. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest proposal if that proposal is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of proposals. A proposal may be rejected if it is in any way incomplete or irregular. When there are tie proposals, there shall be a preference for "in-state bidders". When tie proposals are all in-state or all out-of-state, the award will be made to the proposal that arrives first in the Office of Strategic Procurement.
- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). The University will not be bound by oral

responses to inquiries or written responses other than addenda. The deadline for receipt of inquiries is March 5, 2010.

Written inquiries shall be submitted to: Anne-Marie Nadeau, C.P.M.  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor ME 04401  
[amnadeau@maine.edu](mailto:amnadeau@maine.edu)

- 1.6 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to cost, including payment terms, quality of products offered, level of service offered, ability to meet specifications, responsiveness to terms and conditions, company profile, warehouse sanitation (submission of last health inspection report) and compliance with HACCP/AIB, software compatibility, and references.
- 1.7 Samples: The University reserves the right to request samples from selected bidders prior to an award. Each sample shall be properly tagged or labeled with the name of the product offered, the name of the bidder, and the bid number, and shall be provided at no cost to the University.

Upon request, samples shall be delivered to: Glenn Taylor  
Director of Culinary Services  
5734 Hilltop  
University of Maine  
Orono ME 04469-5734

- 1.8 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Director of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the proposal opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Purchasing Department in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #17-10

- 1.9 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.10 Quantities/Alternative Purchases: The quantities shown on the schedules are approximate. The contract shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown. The University reserves the right to adjust the estimated quantities in order to participate in opportunity purchases offered by secondary food markets.

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

- 1.11 Products Specified: The Market Basket Schedules represent the highest-volume items purchased for a 12-month period. The schedules are provided by the University for the convenience of bidders in preparing proposals and will be used by the University to evaluate product lines and pricing. The contract will include other items which are not represented on the schedules. All items will be subject to the same pricing (percent mark-up), terms and conditions as specified in this document.
- 1.12 Proposal Submission: A **SIGNED** original, plus four (4) hardcopies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Tuesday, March 16, 2010**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP #17-10

Bidders shall provide market basket pricing electronically in addition to the hard copy. The electronic file (Excel) will be sent to all bidders receiving the RFP. Bidders shall contact Anne-Marie Nadeau, [amnadeau@maine.edu](mailto:amnadeau@maine.edu) for a copy of the file if it has not been provided. This file must not be altered in any way other than inserting data in the appropriate fields.

**FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED** with the exception of the electronic file for market basket pricing. This file only shall be sent by email on or before the due date to [amnadeau@maine.edu](mailto:amnadeau@maine.edu) with the subject line identified as **RFP #17-10 Market Basket Pricing.**

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

Name of Bidder  
Address of Bidder  
Due Date  
RFP #17-10

- 1.13 On-Site Presentations: After the preliminary evaluation of responses, the University may request on-site presentations by selected bidders to provide clarification of proposals.



- 1.14 Costs of Preparation: Bidders assume all costs of preparation of the proposal and any presentations necessary to the RFP process.
- 1.15 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder or any subcontractor is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.16 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the bidder's response.
- 1.17 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 60 days from the due date of the proposal.
- 1.18 Sustainability and Green Campus Initiatives: The University recognizes its responsibility to foster stewardship of natural resources and to promote environmental citizenship through its purchasing decisions. Where possible, all materials submitted in response to this RFP shall be fully recyclable. Proposals shall be two-sided 8 ½ x 11 recycled paper and clipped together without binding. Responses shall be limited to the information requested herein.

The University is interested in receiving sustainability plans, programs, policies or commitments as part of the RFP response. These programs or policies may be, but are not limited to, sourcing local foods, reducing, reusing and recycling resources, disposal of organic and other solid waste, conservation efforts in regards to transportation, energy and water, disposal of hazardous waste, and/or giving back to the community.

The University enforces a no-idling policy for vehicles in order to prevent excessive emissions and unnecessary human exposure to harmful vehicle exhaust.

## **SECTION TWO**

### **2.0 CONTRACT TERMS AND CONDITIONS**

- 2.1 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.2 Availability of Funds: It is understood and agreed between the parties herein that the University shall be bound only to the extent of the funds available or which may become available for the purpose of this agreement.
- 2.3 Cancellation/Termination: If the Contractor defaults in its agreement to provide services to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within 20 days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel the Contract with written notice.

Except for such cancellation for cause by the University, either party may without prejudice to any right or remedy, and after giving the other party ninety (90) days written notice, terminate the contract.

Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

- 2.4 **Contract Administration:** The Purchasing Manager for Auxiliary Services or designee shall be the University's authorized representative in all matters pertaining to the administration of the contract terms and conditions. The Director of Culinary Services shall be the primary contact for all matters pertaining to products and food operations.
- 2.5 **Contract Documents:** If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Proposals, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.6 **Contract Modification and Amendment:** The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be submitted in writing to the University's Director of Purchasing and Resource Efficiency. Any agreed upon modification or amendment must be in writing and signed by both parties with a copy sent to the Office of Strategic Procurement.
- 2.7 **Contract Term:** Contingent upon satisfactory performance and compliance with specifications, the contract term shall be for a period of five (5) years commencing on July 1, 2010 and ending June 30, 2015.
- 2.8 **Contract Data/Product Usage:** The Contractor is required to provide the University with detailed data concerning the contract at the completion of each contract year or at the request of the University at other times. A monthly itemized breakdown as to purchase quantity, pack and variety of each item purchased shall be submitted to the Director of Culinary Services. The University reserves the right to audit the Contractor's records to verify the data. Data may include, but may not be limited to, dollar volume, items sold, and services rendered.
- 2.9 **Manufacturers Rebates:** The University participates in rebate programs offered through College & University Resource Board (CURB) and tracked by HPSI. The Contractor shall provide monthly reports to HPSI for all products purchased by the University. HPSI will collect rebates from the manufacturers on behalf of the University. For more information on CURB & HPSI please visit the HPSI website at: <http://www.hpsinet.com>. Questions about University rebates shall be directed to the Purchasing Manager for Auxiliary Services
- 2.10 **Manufacturers Specific/Custom Rebate Program:** Whenever possible the University prefers that all rebates are reflected on the invoice and deducted at time of purchase for rebate programs which the manufacturer offers specifically to the Contractor or to the University.
- 2.11 **Audit Procedure:** The Contractor shall extend audit privileges to the University or to its designated representative. Audits are defined as: the verification of program pricing policies and other pertinent data to determine the sell price and percentage markup over true (acquisition) cost. The University reserves the right to audit with a minimum notice of seven (7) days, to verify contract compliance. It is the intent of the University to audit twice annually. The University reserves the right to audit more frequently, and without notice, if any audit indicates discrepancies between contract parameters and actual mark up. The Contractor shall supply upon request access to any and all verifications of Contractor costs, freight charges, promotional allowances, sell prices, and percentage mark ups as they relate to this contract. The University will provide the Contractor with listing of products and date of

pricing period to be verified. All audits will be conducted in accordance with the university's auditing standards.

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

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

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

2.11.1 The University will monitor and audit the following areas to evaluate the Contractor's performance:

- Percentage of items substituted
- Percentage of items shorted
- Adherence to product specifications
- Program pricing compared to other programs available in the marketplace
- Delivery

2.12 Contact Information: The Contractor will provide to each Dining Service location receiving products under this contract the name and telephone number of the company sales representative who may be contacted Sunday through Friday, 8:00 a.m. to 4:00 p.m., exclusive of holidays. Company representative shall have primary responsibility for processing and correcting all variances in the performance of this contract and shall be authorized to accept emergency and special orders. The Contractor must notify the Director of Culinary Services when the regular sales representative is on vacation and identify the individual acting in his/her absence.

2.13 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

2.14 Indemnification:

2.14.1 Each party shall indemnify and hold harmless the other party and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.

2.14.2 If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations of the University shall be interrupted or stopped, performance of this contract, with the exception of the monies already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of

the contract may be extended for a period of time equal to the time that such default in performance is excused.

2.15 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University of Maine System has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.

2.16 Contractor's Liability Insurance: During the term of the contract, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General and Product Liability (Written on an Occurrence-based form)	\$5,000,000 (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired and Non-Owned)	\$5,000,000 (Bodily Injury and Property Damage)
3. Workers Compensation	In compliance with applicable State Law

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy. The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

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

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

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

As additional insured and certificate holder, the University should be included as follows:

The University of Maine System  
16 Central Street  
Bangor ME 04401

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

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

- 2.17 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.18 Deliveries: The Contractor shall have delivery services available to the University five (5) days per week, Monday through Friday; however fish products may require only 3 deliveries per week. All deliveries must be completed prior to 11:00 a.m. Changes in the delivery schedules will be permitted during holidays and extended breaks. The Contractor shall be responsible for notifying the University at least 1 week before any change in the delivery schedule due to holidays and breaks.
- Additional locations may be added or deleted at anytime throughout the term of the contract by the University. Ordering and delivery schedules will be determined after award of the contract. Changes in the ordering and delivery schedules may not be made without approval from the Director of Culinary Services.
- 2.19 Minimum Delivery Charges: The Contractor shall not set minimum delivery limits by dollar or by volume and shall not charge the University for smaller than normal orders.
- 2.20 New Product Line Warehousing: The Contractor will make every effort to stock new product lines as determined by the University so as to satisfy the needs of Dining Services operations and its customers. The Contractor must furnish literature, technical data, and a reasonable quantity of samples to accomplish proper new product evaluations, as requested by the University.
- 2.21 Shortages and Substitutions: The University expects a minimum fill rate of 98.5 % based on a quarterly review. Back orders will not be allowed. If a permanent substitution is required, the Contractor shall contact the Director of Culinary Services. If a shortage for an order occurs, the Contractor shall inform the Director of Culinary Services and each Dining Service Manager affected prior to the scheduled delivery date. Substitutions must be of equal or better quality than the requested item and all substitutions must be approved by the University Dining Services authorized designee prior to shipment. In the event of an approved product substitution, the resulting invoice sell price will reflect a price not higher than the monthly or weekly sell price for the original item. If an approved substitution costs less than the original product, the substituted product shall be invoiced at the lower sell price.
- 2.22 Case Splitting: Contractor must split cases, if necessary and requested by the University. No case break fee will be applied when this is requested.
- 2.23 Shut down/Breaks: During the week prior to a shut down or break period (e.g. Winter Break, Spring Break, and Summer Break) the Contractor shall work with each Dining Service location to ensure its product inventory is brought to a reasonable balance. Each Dining Service location will lower their respective inventories the week prior to a shut down and increase their inventory the week prior to reopening. Any product, which remains in an operation when a shut down begins, may be picked up by the Contractor and credit issued to that Dining Service location, at the University's request. The University will provide the Contractor with an Academic Year calendar for the purpose of planning for these times. The Marketplace and Catering Services at Wells remain open during shut down periods and service must be provided during those times.
- 2.24 Transportation Charges: Quotations must be F.O.B. Destination. Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance,

duty and brokerage charges, etc. necessary to complete delivery. Fuel surcharges will not be allowed for the duration of the contract.

- 2.25 Packaging: All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description, quantity and purchase order number. Cartons and carriers used to transport products from the Contractor's plant shall be clean and sanitary at all times.
- 2.26 Packing Slips: All charges must be prepaid and material delivered to the location specified. Merchandise must be accompanied by delivery slip or packing list, in duplicate, and must include the purchase order number and individual product code number for each item purchased. All deliveries must be received and signed for by the approved Dining Services Receiving Clerk on duty. Packing slips will be issued separately to each Dining Service location for products delivered to that particular location.
- 2.27 Payment: Payment will be upon submittal of an invoice to Auxiliary Services by the Contractor on a net 30 basis unless discount terms are offered. All Invoices must include the purchase order number. Pricing shall be at the University adjusted net cost.
- 2.27.1 An authorized Dining Services representative must sign all invoices unless prior arrangements are made. The University reserves the right to refuse payment on any unsigned invoices or invoices signed by unauthorized personnel.
- 2.27.2 Delivery drivers shall adjust invoices for damaged merchandise, incorrect goods, and/or price discrepancies at time of delivery. Damaged, inferior or incorrect deliveries are to be returned at the time of delivery or if discovered after delivery, shall be picked up on the next scheduled delivery.
- 2.28 Software On-Line Ordering and Inventory System: The Contractor will be responsible for all fees associated with maintaining the University Dining Services inventory system to mirror that of Contractor's system. The University Dining Services uses the Eatec system and relies on the transfer of Electronic Data Interchange (EDI) files between the Contractor and the University. The Contractor's system shall be compatible with Eatec and shall be EDI compliant by providing an FTP server where files could be sent to and received from. For purchasing purposes, the Contractor shall be able to process EDI 850 P/O files, and upon successful processing of the order, shall return an EDI 855 P/O acknowledgement file to the University. In addition, for price or product updates, the Contractor shall provide an EDI 832 price/sale catalog for the University to import into Eatec.
- All product code changes must be submitted in writing to the Director of Culinary Services one week prior to the effective date of the change. Out of stock occurrences, incorrectly identified items, and inaccurate pricing due to product code changes that are not received one week prior to the change will not be acceptable.
- 2.29 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Public Safety Parking Office at 581-4047.
- 2.30 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work

in an environment free of sexual harassment. Consistent with state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from the University's Director of Equal Opportunity, North Stevens Hall, 581-1226.

- 2.31 Smoking Policy: The University must comply with the "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 has prohibited smoking in all University buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.32 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this contract is unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the Contract Administrator.
- 2.33 Compliance with Laws: The Contractor shall comply with all applicable federal, state and local laws and all applicable policies of the University. The Contractor shall obtain at its own cost and expense, all necessary licenses, professional certifications and permits, and shall assume the responsibility for, and pay all applicable fees and taxes which are now and may be imposed in the future by any governmental authority arising out of the conduct of the Contractor's business.
- 2.34 No-Idling Policy: Contractors shall comply with the University's no-idling policy for vehicles in order to prevent excessive emissions and unnecessary human exposure to harmful vehicle exhaust.
- 2.35 Fixed Markup: The quoted markup shall remain firm for the term of the contract.

### **SECTION THREE**

#### **3.0 SPECIFICATIONS**

- 3.1 Compliance with Specifications: All shipments of food products to the University must comply with and strictly adhere to the specifications.
- 3.2 USDA Grades and Inspection: Grades are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service. Food products supplied to the University must be of the grade indicated for the item. USDA Inspection Grading and Inspection Certificates may be acquired where it is in the best interest of the University. It is the responsibility of the Contractor to contact the USDA and arrange for inspection of the items which require inspection certificates. The cost for inspection and stamping of required products is the responsibility of the Contractor.
  - 3.2.1 All products must meet or exceed USDA or industry standards. The delivered product must meet the grade at the time of delivery to the University of Maine Dining Services operation. When delivered products appear to be below the grade of the product specified, Dining Services reserves the right to return the product for full credit or shipment of new product. If the delivered products appear to fall below the grade specified on a regular basis, Dining Services reserves the right to submit items in doubt to the nearest USDA office for official inspection and grading. The

Contractor shall be responsible for the cost of the inspection. Immediate product inspection will be made at the point of delivery by the Dining Services receiving staff.

- 3.2.2 The interpretation of descriptive terms of grade shall be in accordance with the USDA standards for grade in effect on the date of the invitation for proposal.
- 3.2.3 If higher grade products are offered for delivery in lieu of those specified, it shall be acceptable providing all other requirements are met.
- 3.3 Product Sanitation: All products shall be packed and prepared under sanitary conditions and in accordance with good commercial practices.
- 3.4 Warehouse Location: The Contractor shall indicate in its proposal the address of the warehouse which will store products to be furnished under this contract. It is understood that unless specifically approved by the University, all products furnished hereunder shall be warehoused in facilities owned and operated by the Contractor.
- 3.5 Health and Sanitation Code: The Contractor's premises, equipment, supplies, and warehouse facilities shall be maintained, throughout the life of the contract, in conditions satisfactory to the University and in compliance with the State of Maine Health and Sanitation Code. The Contractor and its employees shall adhere to the highest standards of cleanliness and sanitary practices in the performance in the preparation, service, transportation, and storage of food and related items.
- 3.6 Facilities and Operations Inspection: All Contractors operations, as outlined in this section and in conjunction with this contract, shall be subject to inspection at all times. If, in the opinion of the University, sanitary conditions are unsatisfactory, the Contract shall be subject to cancellation.
- 3.7 HACCP and AIB: HACCP, or Hazard Analysis Critical Control Point, is a system used to control biological, chemical, and physical hazards associated with foodservice systems. This is accomplished by identifying potential hazards at specific points within the flow of food and preventing, eliminating, or reducing them to safe levels. The National Restaurant Association and Food and Drug Administration recommend that all foodservice facilities develop a proactive HACCP system. In doing so, facilities will be able to greatly reduce the risk of food-borne illness outbreak by: identifying potentially hazardous foods and problematic procedures; establishing control measures to reduce risk; monitoring these control measures; and verifying food safety through documentation.
- This includes purchasing foods only from suppliers who utilize the HACCP system to minimize risks associated with processing, storing, packing, and shipping potentially hazardous foods. To reduce the risk of food-borne illness outbreaks and enable Dining Services to maintain its HACCP program, it is therefore required that any supplier providing food to The University of Maine Dining Services be HACCP compliant, and AIB (American Institute of Bakers) monitored.
- 3.8 Recall Notice: The Contractor must, upon receipt of a recall notice from the manufacturer or government, notify the Director of Culinary Services immediately. The Contractor shall facilitate the timely return and credit of all recalled product.
- 3.9 Additional specifications for Meat & Poultry Products:
- 3.9.1 Inspection: All meats, poultry, prepared meats, meat food products, and meat by-products (as defined in Rules and Regulations of the Department of Agriculture Governing the Grading and Certification of Meats, Prepared Meats, and Meat



Products) covered by these specifications must originate from animals which were slaughtered or from product items which were manufactured or processed in establishments regularly operated under the supervision of the Meat & Poultry Inspection Program (MPIP) of the Consumer and Marketing Service (C&MS) of the United States Department of Agriculture \*USDA) or under any other system of meat inspection approved by the Consumer and Marketing Service of the USDA.

- 3.9.2 Ordering Data: The University will requisition product items by specifying the item number, name, and the desired options such as grade or selection, weight range, formula, state of refrigeration, etc., indicated in each specification. Products must be offered for delivery on such basis by the Contractor, subject to official examination, acceptance, and certification by USDA meat graders or other designated personnel. The examination, acceptance, and certification of products by the USDA shall be in accordance with USDA Meat Grading instructions.
- 3.9.3 Certification: In connection with the issuance of meat grade certificates, one or more kinds of official USDA meat grade certificates will be involved depending on whether the product is for delivery chilled or frozen.
- Products for Delivery Chilled: When products are to be delivered chilled, an official final certificate will be issued by the responsible USDA meat grader to cover all factors and details of the products.
  - Products for Delivery Frozen: When products are to be delivered frozen, the responsible USDA meat grader will issue an official preliminary certificate, identified as such, to cover all factors and details of the chilled product prior to freezing. The responsible USDA meat grader will issue an official final certificate covering all factors and details of the frozen product prior to leaving for delivery.

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

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

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

- 3.10 Additional specifications for Fresh & Frozen Fish and Seafood:
- 3.10.1 All products shall be packed, labeled, and conform in every respect to the provisions of the U.S. Department of the Interior, and regulations promulgated thereunder.
  - 3.10.2 Fresh fish must have skin that is bright and shiny; no loose scales, red inside the gills; firm flesh that bounces back when pressed; bright bulging clear eyes; no strong odors, no slime.
  - 3.10.3 Frozen fish must have the typical flavor of the indicated species of fish when cooked; be free of staleness, off flavor, bitterness or rancidity. Appearance will have no yellowing, blood spots or discoloration. Texture will be firm, slightly resilient but not tough or rubbery, moist but not mushy. There will be no dehydration. Fillet pieces should be of uniform size.
  - 3.10.4 Fresh shellfish will be alive when delivered and should appear healthy and active with appropriate reaction to touch and movement. The exception will be shrimp, which will be iced.
  - 3.10.5 Frozen shellfish will have a flavor and odor characteristic of the species and be free from staleness, off flavors and off odors of any kind. There will be no dehydration. Pieces must be of uniform size. There will be no shell fragments in the cooked state. Product will be firm with no off odor. Pieces will separate easily.
  - 3.10.6 Breaded seafood products must contain the appropriate proportions of bread to seafood product specified on the order. Species of seafood will be the variety specified on the order. Breaded seafood products will have: moderate loose breading, ease in separation, uniform size and weight portions, no discoloration, lack of coating defects, no bones, firm fish flesh, and no blood spots or off odor.
  - 3.10.7 All fresh fish shall be packed in plastic rectangular tubs. Product shall be processed in a plant with certified HACCP standards.
  - 3.10.8 Whole lobsters shall not be included in this contract.
- 3.11 Additional specifications for Fresh and Prepared Produce
- 3.11.1 No produce treated with sodium bisulfate shall be delivered without the prior written consent of the Dining Services Purchasing Manager.
  - 3.11.2 All produce that requires ripening (e.g. tomatoes, bananas) shall be ripened at the Contractor's plant in properly designated rooms under the Produce Marketing Association's (PMA) guidelines. Product shall only be accepted at Dining Services locations in the degree of ripeness so designated in the specifications.
  - 3.11.3 Prepared Product Packaging: Fresh prepared produce shall be packaged using modified atmospheric packaging (MAP) to inhibit spoilage.
  - 3.11.4 Certified Organic Products: The University will occasionally request certified organic products. To be labeled organic, all fresh or processed foods sold in the U.S., including imports, must be produced according to the National Organic Standards and certified by an inspection agency accredited by the USDA. Proof of certification must be evident.

**SECTION FOUR**  
**PROPOSAL FORM**

Bidders shall provide proposals in hard copy and shall also provide market basket pricing electronically. (See Section 1.12 for complete instructions)

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

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

4.2 Market Basket Pricing: Provide the unit of measure (Pack/Size), laid-in cost and total extensions for each item on the Market Basket Schedules both electronically and in hard copy. Laid-in cost refers to the most recent cost to the bidder, including freight, and shall not include allowances or rebates. All prices quoted shall be converted to the University’s specified unit of measure. If the unit of measure quoted differs from the unit of measure stated in the Item Description/Specification you must provide your Laid-in Cost and convert the Usage Estimate based on the total requirement as stated in the RFP. For example:

RFP: Item Description UOM = 15/2 lb Case and the Usage Estimate is 1,750  
 $30\text{lb}/\text{Case} \times 1,750 \text{ Cases} = 52,500 \text{ lbs. (estimated requirement)}$

Conversion: If the quoted UOM = 15/1 lb Case, then convert the Usage Estimate as follows:  
 $52,500/15 \text{ lb Case} = 3,500 \text{ Cases (the Usage Estimate must be changed to 3,500 to reflect a Total Cost based on the 52,500 lb estimated requirement)}$ .

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

Bidders shall provide copies of all invoices used to determine market basket quotes. Each invoice shall be numbered with the specific Schedule and Item Number to which it refers. Invoices shall be dated no earlier than March 5, 2010. If an invoice cannot be provided, bidder shall have obtained a price quote within the two weeks prior to the proposal due date (March 5 – March 19, 2010) for the item and shall submit a copy of the quote as documentation. Please send only 1 copy of invoices with the original signed proposal; do not send invoices with proposal copies.

4.3 In House Sales Person Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Ext. \_\_\_\_\_

4.4 Outside Sales Person Name: \_\_\_\_\_

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

Telephone and Cell Numbers: \_\_\_\_\_

4.5 Problems & Emergencies: (provide 3 representatives)

Name and Title: \_\_\_\_\_

Telephone/Cell Number: \_\_\_\_\_ Ext. \_\_\_\_\_

Name and Title: \_\_\_\_\_

Telephone/Cell Number: \_\_\_\_\_ Ext. \_\_\_\_\_

Name and Title: \_\_\_\_\_

Telephone/Cell Number: \_\_\_\_\_ Ext. \_\_\_\_\_

4.6 Terms of Payment: \_\_\_\_\_

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

Details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.8 Delivery Person:

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

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

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

4.9 Procedures for Increasing and decreasing orders and deadlines for changing orders: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.10 Location of Warehouse for products delivered under this contract: \_\_\_\_\_  
\_\_\_\_\_

4.11 Is your Software System EDI compliant with Eatec? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Please include detailed information about your system.

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

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

4.14 Business Profile:

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

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

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

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

4.17 References: Provide a list of three references including contact names and telephone numbers. These references should be organizations the bidder has provided services and products to within the past three years similar to the scope of the University's requirements in this RFP.

4.18 A completed Signature Page must be submitted with responses.

**SIGNATURE**

COMPANY NAME: \_\_\_\_\_

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)

**Schedule I: FROZEN, CANNED, DRY, AND DAIRY  
UNIVERSITY OF MAINE REQUEST FOR PROPOSAL**

ITEM	Description / Specification	Pack / Size	Manufacturers ID Number	Invoice Number & Date	Laid-in Cost	University Cost Per Unit	Usage Estimate in Units	Total Cost	Your Brand	Stock Order Number
1	EGGS WHOLE LIQUID FRESH W/CITRIC 15/2 LB. CASE	CASE	DEB-EL FOOD PRODS. LLC 1352-94063				1750			
2	EGGS HARDBOILED WHOLE PEELED SEL 1/10 LB. CASE	CASE	CARGILL KITCHEN SOLUTIONS INC 50550				830			
3	CHEESE AMERICAN 160 SLICE WHITE 4/5 LB. CASE	CASE	SCHREIBER FOODS 28129				1110			
4	CHEESE MOZZARELLA PART SKIM SHREDDED 6/5 LB. CASE	CASE	FOREMOST FARMS CB11000015				1260			
5	CHEESE CHDR YELLOW MILD SHREDDED FTHR CASASOL 4/5 LB. CASE	CASE	DAIRY FARMERS OF AMERICA 69947-0749				690			
6	CREAM CHEESE CUP 100/1 OZ. CASE	CASE	KRAFT FOODS PHILA 61119				780			
7	FROZEN DOUGH PIZZA PRSHTD RSNG 7" 72/6.6 OZ. CASE	CASE	NO SUBSTITUTE RICHS 07386				1480			
8	FROZEN DOUGH PIZZA 16" ROLLED EDGE SHTD 1/12 CT. CASE	CASE	"NO SUBSTITUTE" SCHWAN'S FOOD SERVICE 73087				600			
9	DOUGH BALL PIZZA ORIG. W/BASIL 18/24 OZ. CASE	CASE	"NO SUBSTITUTE" ITLL BE PIZZA 00035				675			
10	WHITE ( QUOTE ONLY FOR WHITE BUT WILL USE WHEAT, GARLIC, TOMATO, SPINACH)10/ 12COUNT PACKAGES	CASE	"NO SUBSTITUTE" HARBAR LLC 21001054 &5054 &3054 & 2054				1850			
11	FROZEN POTATO FRY 3/8" PHNTM PLUS Ne 6/5 LB. P/CASE	CASE	"NO SUBSTITUTE" MCCAIN FOODS USA INC. SYCO3517				3423			
12	POTATO FRY KK 1/2" MW GRADE A 6/5 LB. P/CASE	CASE	"NO SUBSTITUTE" MCCAIN FOODS USA INC. SYC00267				8200			
13	FROZEN POTATO CUBE REDSTONE 6/5 LB. P/CASE	CASE	"NO SUBSTITUTE" MCCAIN FOODS USA INC.MCL03624				694			
14	FROZEN BAGEL CINN RAISIN PAR BAKED (OTHER FLAVORS NEEDED) 45 EA 4OZ. P/CASE	CASE	ORIGINAL BAGEL CO 45106				1217			
15	FROZEN SAUCE ALFREDO POUCH STOUFFER 4/64 OZ. P/CASE	CASE	NESTLE USA FROZEN 1380030481				750			

ITEM	Description / Specification	Pack / Size	Manufacturers ID Number	Invoice Number & Date	Laid-in Cost	University Cost Per Unit	Usage Estimate in Units	Total Cost	Your Brand	Stock Order Number
16	FROZEN SOUP SHRIMP AND ROASTED CORN BISQUE 4/4 lb.	CASE	BLOUNT SEAFOOD 75023				550			
17	FROZEN BREADSTICK CHEESE FILLED 108/7 INCH PER CS.	CASE	BOSCOS PIZZA CO. 2108				500			
18	BREADSTICK FRENCH PARBAKED 120/1.5 OZ. PER CS.	CASE	RICH PRODUCTS CORP. 87783				590			
19	FROZEN DOUGH COOKIE CHOCOLATE CHUNK GRMT (OTHER FLAVORS INCLUDED) 220/1.5 OZ.	CASE	OTIS SPUNKMEYER INC CHIPPERY 9325994				1210			
20	MUFFIN BATTER BLUEBERRY PREP OR 75/6.25 OZ. PER CS.	CASE	BAKE N JOY BNJ8855230				300			
21	COCOA MIX DISPENSER CREAMY STL CITAVO 12/2 LB. PER CS.	CASE	STURM FOODS INC. 9112212093				240			
22	CRYS LT, DRINK MIX RASPBERRY ICE MAKES 12/2 GAL. CONTAINERS	CASE	"NO SUBSTITUTE" KRAFT FOODS 83954				190			
23	CANNED SAUCE MARINARA 6#10 CANS	CASE	STANISLAUS FOODS 1704				1350			
24	KETCHUP FANCY POUCH DISPENSER 2/1.5 GAL.	CASE	"NO SUBSTITUTE" HEINZ N. AMERICA 515500				1175			
25	CANNED SAUCE PIZZA Prpd 6# 10 CANS	CASE	STANISLAUS FOODS 01561				610			
26	JUG SAUCE SWEET AND SOUR 1/1 GAL.	CASE	CONAGRA LA CHOY 4430012690				430			
27	SAUCE GENERAL TSAO 2/1 GAL CASE	CASE	NO SUBSTITUTE" SCHLOTTERBECK & FOSS 57-2502				225			
28	SHORTENING FRY OIL CIR ZTF WHLHARV 1/35 GAL. CONTAINER	CASE	NO SUBSTITUTE" CAROLINA SOY PRODUCTS 1241				920			
29	PAN COATING AROSAL VEGALENE 6/ 21 OZ CANS	CASE	PAR WAY TRYSON CO 22021				140			
30	PICKLE DILL KOSHER STRIP Cp 1/2 GAL PER CASE.	CASE	BAY VALLEY FOODS 09225220185				900			
31	FLOUR UNBLEACHED REX ROYAL 1/50 LB. BAG	BAG	GENERAL MILLS 5751000				510			

ITEM	Description / Specification	Pack / Size	Manufacturers ID Number	Invoice Number & Date	Laid-in Cost	University Cost Per Unit	Usage Estimate in Units	Total Cost	Your Brand	Stock Order Number
32	ICING READY TO SERVE VANILLA BUTTERCREAM-KARPS 1/25 LB.	CASE	HC BRILL COMPANY 330546100				366			
33	SUGAR GRANULATED EXTRA FINE 1/50 LB.	BAG	DOMINO FOODS 403360				322			
34	TUNA LIGHT SKIPJACK IN POUCH PK 6/43 OZ.	CASE	CAMERICAN INTL. 3494226				400			
35	RICE CONVERTED 1/25 LB.	BAG	UNCLE BEN 01101MARS FOOD US LIC				340			
36	MAYONNAISE XHV KENS 4/1 GAL.	CASE	KEN FOODS KE0898				220			
37	TOMATO DICED IN JCE MW 6 #10 CANS	CASE	RED GOLD OTTBQ99 SYS OTT				290			
38	CEREAL CINNAMON TOAST CRUNCH 4/45 OZ. BOXES	CASE	"NO SUBSTITUTE" GM 11813000				225			
39	CEREAL LUCKY CHARMS	CASE	"NO SUBSTITUTE" GM 11998000				190			
40	DRESSING RANCH BUTTERMILK (WILL REQUIRE OTHER FLAVORS) 6/32 OZ.	CASE	KENS FOODS KE0777ZY				495			
41	SAUCE SWEET & SOUR LA CHOY 1/1GAL. BOX	BOX	CONAGRA GROCERY 4430012690				440			
42	DRESSING RANCH PACKETS (WILL REQUIRE OTHER FLAVORS) 60/ 1.5 OZ.	CASE	"NO SUBSTITUTE" KENS FOODS KE0789B3				1590			
43	SOUP BASE VEGETABLE NO MSG SAUT MINOR 6/1 LB. CONTAINERS	CASE	NESTLE USA FROZEN 7482603306				200			
<b>TOTAL SCHEDULE I: FROZEN, CANNED AND DRY, DAIRY</b>								<b>0.00</b>		



**SCHEDULE II: MEAT AND POULTRY PRODUCTS  
UNIVERSITY OF MAINE REQUEST FOR PROPOSAL**

#	Description / Specification	Pack/size	Manufacturers ID Number	Invoice number & date	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Stock order Number
1	BEEF GROUND PATTY HMSTYLE TJ 8 60/ 5.3 OZ.	LB.	HOLTON MEAT CO 62231				13000			
2	BEEF GROUND PATTY HMSTYLE TJ 8 80/4 Oz.	LB.	HOLTEN MEAT CO. 62241				16000			
3	FRANKS ALL-MEAT 8X1 6 IN 1/10 LB. BOX	LB.	FARMLAND 70247810997				4000			
4	BEEF GROUND 90/10 FRESH 4/5 LB. PER CASE	LB.	AMERICAN FOODS GROUP 5835905				13000			
5	BACON PRECOOKED SLICE ROUND	2/96 CT.	TYSON FOODS TPFG				560			
6	BEEF ROAST CAP OFF MEDIUM RARE 10 % 1/14 LB. AVG	LB.	OLD NEBHD 520				2520			
7	BEEF ROAST TOP ROUND SLICED .5 OZ. 6/2 LB. BOX	LB.	HORMEL FOODS CORP. 42478				1695			
8	BACON LAYFLAT 18/22 CT. 15 LB. BOX	LB.	SUGARDALE FOOD SERVICE 608057-895				6000			
9	HAM COOKED SLICED 2/3 OZ. 4/2.5 LB. BOX	LB.	DANS PRIZE 62169-HM2MX				5000			
10	SAUSAGE PORK PATTY COOKED BROWN WIDE 80/2 OZ. 10 LB. BOX	LB.	NORTH SIDE FOODS CORP1588466				250			
11	BEEF ROUNDS INSIDE TOP CHOICE #168 3/22 LB. AVG	LB.	PACKER				6200			
12	BEEF FLANK STEAK SKND #193 2/13 LB. AVG.	LB.	PACKER				6006			
13	BEEF STEAK PHILLY FLAT BREAKAWAY 32/5 OZ. 10 LB. BOX	LB.	ADVANCE FOOD CO. 6150				1900			
14	BEEF RIB EYE LIPON CHOICE 112a 5/13.5 LB UP	LB.	PACKER				1000			

#	Description / Specification	Pack/size	Manufacturers ID Number	Invoice number & date	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Stock order Number
15	BEEF TENDERLOIN CHEF READY 2/4 # AVG	LB.	PACKER				320			
16	PORK LOIN BONELESS Cc 6/8 LB. AVG.	LB.	IBP WOLVERINE PACKING F4283AW				4700			
17	PORK RIBS ST LOUIS 2.5/DN 1/30 AVG	LB.	PACKER SMITHFIELD 72270-02				4000			
18	BEEF FLAP MEAT DENUDED SIRL CH 2/15 LB. AVG.	LB.	PACKER MURCO 85111SY				3300			
19	HAM 4X6 COOKED 35 % W/A 4/13 LB AVG.	LB.	HORMEL 25613				3900			
20	HAM BUFFET BONELESS 25% W/A2/10-12 LB. AVG	LB.	TYSON FOODS TPFG				2900			
21	SAUSAGE ITALIAN LINK SWEET (ALSO HOT) 2/5 LB.	LB.	DILUIGI SAUSAGE 250003				5200			
22	TOPPING PIZZA PORK CRUMBLE ITALIAN 2/5 LB. BOX	LB.	TYSON FOODS TPFG 3064-0071				3300			
23	BACON PIZZA TOPPING 1 IN 2/5 LB. BOX	LB.	HORMEL FOODS CORP. 17896				4900			
24	MEATBALL BEEF ITAL STYLE 1 OZ AND HALF OZ. 2/5 LB. BOX	LB.	OSI INDUSTRIES LLC 02-6551-10				6100			
25	BEEF, BRISKET RAW 1/10 LB. AVG.	LB.	PACKER				800			
26	BEEF TACO MEAT FILLING (MUST BE)	LB.	TYSON FOODS TPFG 102082-928				5000			
27	BEEF FAJITA STRIPS PRECOOKED (MUST BE) 2/5 LB.	LB.	TYSON FOODS TPFG58378-0928				1700			
28	CHICKEN FAJ. WHITE PRECOOKED 4/2.5 LB.	LB.	HORMEL FOODS CORP. 40122				32000			

#	Description / Specification	Pack/size	Manufacturers ID Number	Invoice number & date	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Stock order Number
29	CHICKEN WING BRD ORIGINAL PCK 2.7.5 LB.	LB.	BARBER FOODS 90923				3300			
30	CHICKEN TENDERLOIN FRT. HMS BRD 2/5 LB.	LB.	PILGRIMS PRIDE 4471				15000			
31	CHICKEN BRST TENDERLOIN FRTR. 2/5 LB.	LB.	TYSON FOODS POULTRY 10341-0928				33600			
32	CHICKEN BREAST FORMED FILLET COOKED NAT. 52/3 OZ.	LB.	ADVANCE FOOD CO 1916261				9000			
33	CHICKEN POPCORN BRST HMSTI BRD. 2/5 LB.	LB.	TYSON FOODS POULTRY 8350-895				14000			
34	CHICKEN BREAST IFZ BONELESS SKINLESS ZIP 48/4 OZ.	LB.	PILGRIMS PRIDE 110134				12240			
35	CHICKEN MEAT PULLED WHITE 1/10 LB.	LB.	TYSON FOODS POULTRY 3013-895				5200			
36	CHICKEN CVP 8 PIECE CUT FRESH TRIM 16/3 LB AVG.	LB.	PILGRIMS PRIDE 54406				10000			
37	CHICKEN MEAT DICED WHITE NAT PRO .5 " 10 LB. BOX	LB.	TYSON FOODS POULTRY 3112-895				2100			
38	CHICKEN DIPPER TERIYAKI 18.75 LB CS 400/.75 OZ.	LB.	PIERRE 9879				1000			
39	TURKEY BREAST RAW COOKED IN BAG 2/9 LB AVG.	LB.	SARA LEE CORPORATION 13165				7500			
40	TURKEY BREAST 3 PIECE SKLS O/P 2/8 TO 10 LB. AVG	LB.	PERDUE FARMS INC.78297				5700			
41	TURKEY BREAST SLICED OVEN ROASTED 4/2.5 LB.	LB.	DANS PRIZE 62166-0L2MX				4800			
42	CHICKEN DRUMSTICK IF 96/2.6 OZ.	LB.	PACKER				2200			
43	PATTY, BURGER, VEG-VGN 48/3.4 OZ. PATTIES PER CASE	CASE	GARDEN BURGER				146			
TOTAL SCHEDULE II: MEAT AND POULTRY								\$0.00		

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

Item #	Description / Specification	Unit	Manufacturers ID	Invoice Number & Date	Laid-in Cost	University Cost Per Unit	Usage Estimate in Units	Total Cost	Your Brand	Stock Order Number
1	Pacific Cod Loin IQF 4 oz, 1 / 10 lb. Boneless, Skinless	lb.	Artic Fisheries				650			
2	Shrimp, Popcorn, Buffalo Tail Off 6/2 lb. Case 65-100 ct.	lb.	FPI				1300			
3	Salmon Fillets, Fresh, Atlantic, Boneless Skinless, 3-4# Fillets, C or D trim,	lb	Packer				4400			
4	Lobster Meat Knuckle & Claw , Fresh TCK	lb.	Packer				175			
5	Shrimp Pieces, Medium Bulk P & D Tail Off, IQF 6/3 lb.	lb.	1005131				2000			
6	Clam Strip Brd Bulk 1/6 lb., Julienne Sliced, Eastern Surf Clams	lb.	Winsor Bay				4260			
7	Tilapia, Farmed Fish Fillets 3-5 ozs. Cryovac 10# bulk	lb.	Packer				1550			
8	Salmon Whl 1/10 lb. avg.	lb.	Packer				155			
9	Crab Imit Salad Style 6/2.5 lb.	lb.	Trident Seafood				600			
10	Shrimp P&D 21/25 lb. RTO IQF 6/3 lb. bag	lb.	Packer				240			
11	Native Shrimp (Maine) 5 lb. Bulk, 90/110 ct.	lb.	Packer				1400			
12	Clam Meat Sea Chopped IQF 2/5 lb., Hy Seas	lb.	Hy Seas				1055			

Item #	Description / Specification	Unit	Manufacturers ID	Invoice Number & Date	Laid-in Cost	University Cost Per Unit	Usage Estimate in Units	Total Cost	Your Brand	Stock Order Number
13	Haddock Minced Breaded Stick Precooked 1 oz. 2/5 lb. Seastar	lb.	Icelandic 10000135				650			
14	Fish, N.E. Chowder Pieces, Cod and/or Haddock Fillets Viking 10 lb. case	lb.	Viking 00-809A				310			
15	Catfish, Farmed 5-7 oz. Portions IQF 10 lb. case	lb	Packer				700			
16	Cod Btrd Raw Eng Pub 2 oz. 1/10 lb. box Portbty	lb.	Icelandic USA Inc.6786305				750			
<b>Total Section Schedule III -Fresh &amp; Frozen Fish and Seafood</b>								<b>\$0.00</b>		

**Schedule IV, Produce  
University of Maine Request for Proposal**

Item #	Description / Specification	Unit	Invoice Number & Date	Laid-in Cost	University Cost Per Unit	Usage Estimate in Units	Total Cost	Your Brand	Stock Order Number
1	Apples, Red Delicious, 100 count USDA #1 X-Fancy	case				268			
2	Apples, Gold Delicious, 100 Count USDA #1 X-Fancy	case				186			
3	Apples, Granny Smith, 125 Count USDA #1 X-Fancy	case				364			
4	Apple Macintosh 1/120 ct.	case				283			
5	Grapes, Black (Red) Seedless USDA #1 X- Fancy, 18 lb. Lug	case				669			
6	Cantaloupe,12 to 18 Count, USDA #1 X- Fancy	case				885			
7	Honey Dew Melons,6 to 8 count. USDA #1 X-Fancy	case				897			
8	Watermelon, Large, #1 X-Fancy Seedless	each				2,025			
9	Pineapples, Golden 6 to 8 Count USDA #1 X-Fancy	case				897			
10	Oranges, Valencia, 138 and 113 Count, (Feb. to Nov.) and Navel (Nov. thru. Jan.) USDA #1 X-Fancy	case				326			
11	Bananas Green Tip 40 lb. Case Approximately 115 count, USDA #1 X-Fancy	case				809			
12	Strawberries,8/1 qt. Flat., Full Ripe Color, no Decay, USDA #1 X- Fancy	case				404			
13	Diced Tomatoes Fresh 2/5 lb.	case				358			

Item #	Description / Specification	Unit	Invoice Number & Date	Laid-in Cost	University Cost Per Unit	Usage Estimate in Units	Total Cost	Your Brand	Stock Order Number
14	Onions, Yellow, Diced 3/8" 4/5 lb.	case				150			
15	Peppers, Green Diced 1/4" 2/5 lb.	case				179			
16	Salad Mix, Spring Organic Mescaline 1/ 3 lb. Case	case				1,415			
17	Lettuce Shredded to 1/4", Packed, 4/5# to the Case	case				992			
18	Lettuce, Mix Romaine 4/5 lb. Bag Cleaned and Washed,	case				760			
19	Lettuce, Romaine Chopped 4/2.5 lb. Bag Cleaned and Washed,	case				2,208			
20	Peas, Snow 1/10 lb. No Bruises, Mildew or Decay	case				239			
21	Tofu, Firm Case 8/3 lb.	case				109			
22	Potatoes, Peeled, Whole, Fresh, In Water, Not More Than 1 Day Before Order, NO Preservatives 4gal. Bucket	bucket				600			
23	Carrots, Whole, Peeled, 25 # Bags, No Preservatives	case				217			
24	Potatoes, Red Bliss, 50 lb. Case, USDA #1 X-Fancy, Idaho, Western,	case				206			
25	Tomatoes, 6 x7 Case, 3 Layer Box, USDA #1 X-Fancy, 25 lb. Box,	case				985			
26	Tomato, Cherry Fresh 12/ 1 Pint Red	case				1,067			

Item #	Description / Specification	Unit	Invoice Number & Date	Laid-in Cost	University Cost Per Unit	Usage Estimate in Units	Total Cost	Your Brand	Stock Order Number
27	Tomatoes, grape, 100s, USDA #1 X-fancy, 12 lb Box, Red 90% and Light Red Only,	case				367			
28	Onions, Spanish, Jumbo, Fresh 50 lb. Bag USDA #1 X-Fancy,	case				367			
29	Onions, Jumbo, Red, 25 lb. Bag USDA #1 X-Fancy,	case				362			
30	Peppers, green, USDA #1 X-Fancy, Medium Size, 22 lbs. Per Case,	case				732			
31	Peppers, Red, USDA #1 X-Fancy, Medium Size, 25 lbs. Per Case, No Bruises, Mildew or Decay	each				232			
32	Mushrooms, Medium, White, USDA #1 X-Fancy, 10 lb. Case	case				518			
33	Mushrooms, Portabella, USDA #1 X-Fancy, 5 lb. Case	case				239			
34	Cucumbers, USDA #1 X-Fancy, 40 lb. Case, No Spots, Pitting or Decay	case				450			
35	Squash, Zucchini, USDA #1 X-Fancy, 20 lb. Case, No spots, Pitting or Decay	case				267			
36	Broccoli Crowns, USDA #1 X-Fancy, 20 lb. Case,	case				611			
37	Lettuce, Green Leaf, Whole Leaf, 1/10 lb., USDA #1 X-Fancy,	case				317			



Item #	Description / Specification	Unit	Invoice Number & Date	Laid-in Cost	University Cost Per Unit	Usage Estimate in Units	Total Cost	Your Brand	Stock Order Number
38	Sprouts, Alfalfa, 10 lb. Case USDA #1 X-Fancy,	case				141			
39	Spinach, Leaf, Triple Wash 4/ 2.5 lb Bags, USDA #1 X-Fancy,	case				361			
40	Spinach, Baby, Newman's Organic, 1/4 lb. Bags, USDA #1 X-Fancy,	case				105			
41	Herb, Basil, Cleaned, 1/8 oz. Pkg.	package				145			
Total of Schedule IV Produce RFP							0.00		