



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

Paper Goods for University of Maine Dining  
Services

RFP #056-18

**Issued Date:** April 4, 2018

**Response Deadline Date/Time:** April 20, 2018 End of Business

**Response Submission Information:**

**Submitted electronically to:** roger.ward@maine.edu

**Email Subject Line:** UM Dining Paper Goods - RFP#056-18

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Ryan Ward  
Email: roger.ward@maine.edu Phone: (207) 581-2712

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## 1.0 INTRODUCTION

### 1.1 Definitions, Background, Purpose and Specifications

#### 1.1.1 Definitions

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".

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".

#### 1.1.2 Background

##### Overview

Established in 1968, the University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

*Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center,*

*General Counsel and Organizational Effectiveness partner to form the University Services organization.*

*Charged with delivering key administrative functions across the System, University Services is dedicated to leveraging its significant unit and collective resources to not only serve the immediate needs of its constituents, but deliver sustainable economies and efficiencies for the future benefit of the System as well.*

### **Campus thumbnails**

#### **University of Maine**

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 105<sup>th</sup> 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. The University of Maine Dining Services is seeking best practices to continue to provide quality food and experiences at the lowest cost possible.

#### **1.1.3 Purpose**

The **University of Maine Dining Services** is seeking responses to provide **Paper Goods** 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).

Respondents should review **1.1.4 Specifications / Scope of Work** 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.

#### 1.1.4 Specifications / Scope of Work

The University is seeking an experienced vendor meeting delivery requirements, qualifications, resources, and equipment necessary to provide a reliable supply and distribution services for paper goods and packaging typically used in the food service industry. A list of the highest most common usage products is provided as a Market Basket in the **Appendix C – Cost Response Form** and Attachment A – Sample List of Items Purchased. **The contract shall not be limited to the items listed.** The University makes no guarantee of any volume or dollar purchases throughout the term of the contract.

Awarded Contractor shall be required to provide the University both compostable and non-compostable products.

Awarded Contractor shall be required to provide a minimum of three (3) deliveries per week to four (4) locations at the Orono Campus during the fall and spring semester and a minimum of two (2) deliveries per week during winter and summer breaks. Contractor and Contract Administrator shall negotiate delivery days with Contract Administrator final approval. Deliveries are required to be performed between the hours of 7:30 a.m. and 10:30 a.m. Delivery locations include full-service dining and retail facilities – The Bear’s Den at Memorial Union, Wells Dining & Conference Center, Hilltop Dining, and York Dining. All deliveries will be inspected, received, and delivery slips/invoices signed for by the receiving clerk on duty at the time of delivery. Products that are considered unacceptable will be refused and returned to the Contractor and noted on the delivery slip/invoice. Delivery drivers shall adjust invoices for damaged merchandise, incorrect products, and/or price discrepancies at the time of delivery. Unacceptable products are to be returned at the time of delivery, or if discovered after delivery, shall be picked up on the next scheduled delivery. Unsigned delivery slips/invoices will not be processed for payment.

The Contractor shall provide all products and processing to comply with all Federal, State of Maine, and local regulations. Unless otherwise specified, commercial packaging shall be acceptable.

The Contractor shall provide to each University delivery location, the name and telephone number of the company sales representative who may be contacted Monday through Friday 8:00 a.m. to 4:00 p.m. exclusive of holidays. Representatives shall have the primary responsibility for all aspects of this contract and shall be authorized to accept emergency and special orders.

The Contractor shall keep back orders and shortages to a minimum. If a shortage occurs the Contractor must inform the location of delivery prior to the scheduled delivery. The University will provide the needed contact information to the Contractor. If a substitution is necessary it must be authorized by the Finance & Purchasing Manager or designee. All substitutes must be of equal or better quality than the originally ordered item and the invoice cost will not be higher than the bid price. If an item is not available and the University is forced to order through another supplier, the cost differential may be charged back by the University to the Contractor.

The Contractor is responsible for all setup, operation, maintenance, and licensing fees associated with the establishment and operation of an interface with the Agilysys Eatec University Dining Services Inventory and the Contractors order software. The University Dining Services software uses an Electronic Data Interchange (EDI) connection to transfer files between the University and Contractor.

The Contractor's system shall be compatible with Eatec and be EDI compliant by providing an FTP server where files are sent to and received from. For purchasing purposes, the Contractor shall be able to process EDI 850 P/O files, and upon successfully processing the order, 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 University to import into Eatec.

All product code changes, must be submitted in writing to the Dining Finance & Purchasing Manager.

At the University's request, the Contractor shall provide the Dining Finance & Purchasing Manager with a report on the quantity, pack, and variety of each item purchased for each of the four (4) delivery locations. This report may be required quarterly.

The University reserves the right to purchase products, not included in this contract (i.e. not among the fifty (50) items listed in Appendix C – Cost Response Form), from distributors other than the Awarded Contractor. Purchase of these items will be for various operations which may include, but not limited to, Auxiliary retail sites, theme night events and events hosted by the Conferences and Institutes departments. The University may also purchase items provided by local vendors as set forth in the University's efforts to promote and utilize local vendors when in the best interest of the University.

Awarded Contractor shall be required to provide invoicing information to Buyer's Edge Purchasing. The University currently has a contract with

Buyer's Edge Purchasing to provide rebate management and invoice auditing services.

The University reserves the right to request product samples from bidders for purposes of evaluating the products quoted.

**Additional Terms:**

- 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 incentives to reach final University net cost.
- 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.
- Contract Mark-up Percentage 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 distributors projected overhead: Packaging costs, delivery cost, storage and any other projected expenses associated with the distributor's function and anticipated profit.
- University Net Cost is the cost to the University for the product after the Contract mark-up is added to the laid-in cost of the distributor.
- 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 contract markup percentage for that product category, then subtracting any negotiated off-invoice allowances.
- 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 are not limited to the following programs or types of programs: general manufacturer rebates, coupon programs, frequent buyer, and distributor's own rebate

programs. Rebates are to be applied directly to the University and are exclusive of the Purchase Price.

## 1.2 General Information

### 1.2.1 Contract Administration and Conditions

1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Contract for Services, which is attached to this response as **Appendix E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Contract for Services, and are subject to continued availability of funding and satisfactory performance.

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 following precedence will apply:

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

1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed; or



- i. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, 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 the Agreement shall apply.
- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

## 1.2.2 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 1.3.1 Timeline of Key Events** for deadline requirements.

### 1.2.3 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. Such request will be made by submitting a written request to the individual noted in the **Response Contact Information** shown on the cover sheet of this document, with a copy of the request to the successful Respondent.

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.

### 1.2.4 Costs of Preparation

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

**1.2.5 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.

**1.2.6 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.

**1.2.7 Pricing**

Quoted Contract Percentage Mark-up shall be fixed for the initial term of the contract and all renewals and shall apply to the fifty (50) items listed and all other items purchased.

The University shall pay a University Net Cost calculated by adding the laid-in cost to the mark-up percentage for the fifty (50) items listed in Appendix C – Cost Response Form. Quoted prices, for each line item, shall be firm during the initial first year of the contract term. Requests for price adjustments for shall be submitted in writing to the Dining Finance & Purchase Manager sixty (60) days prior to the anniversary of the contract date. Charges not specified in the bid will not be honored.

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.

**1.2.8 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.

The University reserves the right to request product samples from bidders for purposes of evaluating the products quoted.

**1.2.9 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.

## 1.3 General Submission Provisions

### 1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	<b>April 10, 2018 End of Business</b>
Section 1.2.2	Response to Written Inquiries/Questions	<b>April 13, 2018 End of Business</b>
Section 1.2.2	Deadline for Proposal Submission	<b>April 20, 2018 End of Business</b>
Section 1.3.7	Respondent Presentation (If <b>requested by the University, subject to change</b> )	<b>May 2, 2018</b>
Section 2.2	Award Announcement ( <b>subject to change</b> )	<b>May 11, 2018</b>
	Estimated Agreement Start Date ( <b>subject to change</b> )	<b>July 1, 2018</b>

### 1.3.2 Eligibility to Submit Responses

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

### 1.3.3 Debarment

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

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.

### 1.3.4 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.

### 1.3.5 Response Validity

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

**1.3.6 Non-Response Submission**

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

**1.3.7 Respondents' Presentations**

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

**1.3.8 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.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

## 2.0 EVALUATION AND AWARD PROCESS

### 2.1 Evaluation Criteria

#### 2.1.1 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:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	35
Appendix D	Economic Impact	10
Appendix E	Contract for Services	5
Appendix G&H	Organization, Qualifications, Experience and References	50
<b>Total Points</b>		<b>100</b>

#### 2.1.2 Scoring Section Descriptions

##### 2.1.2.1 Cost Evaluation

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:

(Lowest submitted cost response / cost of response being scored) x **(35)** = pro-rated score

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. 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.

##### 2.1.2.2 Economic Impact

Using the form in **Appendix D** (Economic Impact Evaluation Form), the Respondent (Respondent identified on the “Response Cover Page” of their submission) is required to describe the Respondent’s recent and anticipated economic impact upon and within the State of Maine.

The Economic Impact for this RFP will be assigned a score according to a mathematical formula.

Recent Economic Impact: The highest recent economic impact will be awarded **10 points**. Proposals with lower recent

economic impact will be awarded proportionately fewer points calculated in comparison with the highest impact.

The Recent Economic Impact scoring formula is:  
(Recent Economic Impact proposal being scored / Highest submitted recent Economic Impact proposal) x 5 = pro-rated score

Projected Economic Impact\*: The highest projected economic impact will be awarded 5 points. Proposals with lower projected economic impact will be awarded proportionately fewer points calculated in comparison with the highest projected economic impact.

The Projected Economic Impact scoring formula is:  
(Projected Economic Impact proposal being scored / Highest submitted projected Economic Impact proposal) x 5 = pro-rated score

*\*Projected Economic Impact is to be based **solely** on the resulting contract should the Respondent be awarded the contract for these services (See **Appendix D** for a more detailed explanation).*

Please note: If the University determines that the Respondent's recent and/or projected economic impact information is deemed to be substantially inaccurate, then the University may determine to not award any points for economic impact to that Respondent for the applicable section(s).

2.1.2.3 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. Refer to Agreement provisions detailed in **Section 1.2.1.2** for additional guidance.

2.1.2.4 Organization, Qualifications, Experience and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

2.1.2.5 General, Implementation, Training and Support

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

## 2.2 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, an Agreement may be awarded to that Respondent without further action.

## 2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

## 2.4 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. Further information regarding the appeal process can be found at [http://staticweb.maine.edu/wp-content/uploads/2015/07/APL\\_VII-A\\_20150630-FINAL.pdf?565a1d](http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d).

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.



## **3.0 RESPONSE FORMAT REQUIREMENTS**

### **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 must 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 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.

#### **3.1.3 Brief Response**

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

#### **3.1.4 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 Response Format Instructions**

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below. 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.

**Response Submissions are to include, in order, the following Appendices:**

1. Appendix A – University of Maine System Response Cover Page
2. Appendix B – Debarment, Performance and Non-Collusion Certification
3. Appendix C – Required Cost Evaluation Exhibits
4. Appendix D – Economic Impact Evaluation Form
5. Appendix E – Contract for Services
6. Appendix G – Organization Reference Form
7. Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

**Respondents are required to complete and return pages 20 through 45 ONLY.**

## **4.0 APPENDICES**

- 4.1** Appendix A – University of Maine System Response Cover Page
- 4.2** Appendix B – Debarment, Performance and Non-Collusion Certification
- 4.3** Appendix C – Required Cost Evaluation Exhibits
- 4.4** Appendix D – Economic Impact Evaluation Form
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- 4.6** Appendix G – Organization Reference Form
- 4.7** Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

Appendix A – University of Maine System Response Cover Page

**RFP #056-18**  
**Paper Goods for University of Maine Dining 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:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. 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.
3. 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 response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
  - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
  - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
  - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, 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 the Agreement shall apply.
  - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

**Continued - Appendix A – University of Maine System Response Cover Page**

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

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

\_\_\_\_\_  
Name and Title (Printed)

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

Appendix B – Debarment, Performance and Non-Collusion Certification

**University of Maine System  
DEBARMENT, PERFORMANCE and NON-COLLUSION  
CERTIFICATION  
RFP #056-18  
Paper Goods for University of Maine Dining Services**

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.**

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

\_\_\_\_\_  
Name and Title (Printed)

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

## Appendix C – Required Cost Evaluation Exhibits

University of Maine System  
COST EVALUATION

**RFP #056-18**  
**Paper Goods for University of Maine Dining Services**

Respondent's Organization Name:

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### **GENERAL INSTRUCTIONS:**

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. 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.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
7. Respondents' are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. 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.

## Appendix C – Cost Response Form Continued

**Directions:** Provide your bid (sell price) based on your most recent purchase laid-in (acquisition) cost prior to **April 1, 2018**, for each item. If you don't currently purchase the specified item, and therefore cannot provide an invoice, please provide a laid-in-cost based on a written quote from your supplier. Items bid via supplier quotes will be firm for the first 12 months of the contract, at a minimum. The University cost is the laid-in cost plus the markup as stated above. The same markup shall apply to all items.

### PRODUCTS

- All products shall be prepared from first quality materials and produced under absolutely sanitary conditions; premises and employees.
- Alternates: Unless otherwise provided for in this solicitation, the name of a certain brand, make, or manufacturer does not restrict bidders to specific brand, make, or manufacturer named; but conveys the general style, type, character, and quality of the article desired.
- 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, case counts, and technical detail to enable the University to determine if the product 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 shall be considered to offer the brand named products referenced in the solicitation. Items Specified (ref Attachment A)
- Sample Market basket: Attachment A represents approximately 75% of the total dollar volume of paper goods purchased over a 12 month period. The list is provided by the University for the convenience of the Bidders in preparing bids and will be used by the University to assess the results. The contract shall include other paper goods, which are not represented on the list. All items shall be subject to the same discount pricing and terms and conditions as specified in this document. (Ref Attachment C for sample list of additional products which most likely will be purchased under this contract)
- Weights and Measures: You may bid items which have case counts and measurements that are slightly different than specified. Please make notation of any item this may pertain to. The University will make the appropriate calculations when evaluating costs.

**Upon Request the University can provide an Excel version of pages  
25 - 27**



**Request for Proposal – Paper Goods for University of Maine Dining Services**

**Dated: April 4, 2018**

**Contract Mark-up Percentage for all items: \_\_\_\_\_**

**COMPLETE THIS BID SUBMITTAL FORM IN ITS ENTIRETY**

Attachment A to RF# XXXX Rfpbid for Paper Products

Provide your bid (sell price) based on your most recent purchase bid-in (acquisition) cost prior to **March 1, 2018** for each item. If you don't currently purchase the specified item, and therefore cannot provide an invoice, please provide a bid-in cost based on a written quote from your supplier. Items bid via supplier quotes will be firm for the first 12 months of the contract, at a minimum. The University cost is the bid-in cost plus the markup as stated above. The same markup shall apply to all items.

Item #	Description / Specification	Pack/size	Manufacturer	Manufacturers ID Number	Invoice Number	Laid-in Cost	University cost per unit	Usage Estimate in Units	Total cost	Your Brand	Manufacturer's Stock Number	Pack/Size	Your Order Number	Manufacturer Allowance Reflected in Price (Column H)
1	FILM PLASTIC ROLL 12"X2000'	1/RL	AEP INDUSTRIES	899596			0.000	75	\$0.000					
2	FILM PLASTIC ROLL 18"X2000'	1/RL	AEP INDUSTRIES	899594			0.000	270	\$0.000					
3	WRAP & LINER PAPER GREASE RESISTANT NK1414 NATURAL 14X14	4/1000CT	BAGCRAFT PAPERCON	300899			0.000	14	\$0.000					
4	CONTAINER PAPER FOOD DOUBLE SIDED POLY FLEXSTYLE® 8OZ. MUST ALSO SUPPLY 12OZ CONTAINERS	20/25CT	DART CONTAINER CORP	H4085-J8000			0.000	26	\$0.000					
5	NAPKIN BEVERAGE 10X10 LOGO 2-PLY	12/250CT	HOFFMASTER FOODSERVICE	402305.03			0.000	12	\$0.000					
6	LID WHITE FOR FLEXSTYLE DOUBLE POLY CONTAINER 8OZ	20/25CT	DART CONTAINER CORP	CH8A-4000			0.000	36	\$0.000					
7	CUP PAPER HOT SINGLE POLY 12OZ	20/500CT	DART CONTAINER CORP	412MS-0029			0.000	69	\$0.000					
8	CUP PAPER COLD DOUBLE SIDED POLY 12OZ	25/80CT	DART CONTAINER CORP	RP12S-J8000			0.000	21	\$0.000					
9	CUP PLA CLEAR GC16S 16-18OZ. MUST ALSO SUPPLY 7OZ AND 24OZ	20/500CT	FABRIKAL CORP	9509106			0.000	41	\$0.000					
10	CUP PLASTIC PORTION SOUFFLE TRANSLUCENT 2OZ. MUST ALSO SUPPLY 4OZ	10/250CT	FABRIKAL CORP	253852			0.000	72	\$0.000					
11	LID CLEAR X-SLOT FLAVOR BUTTON FOR GC16S & GC24 PLASTIC CUP LGC16/24	10/1000CT	FABRIKAL CORP	9509112			0.000	61	\$0.000					
12	LID PORTION CUP CLEAR 1.5-2.5OZ. MUST ALSO SUPPLY LID FOR 3.25-5.5OZ	20/125CT	FABRIKAL CORP	253857			0.000	29	\$0.000					
13	CONTAINER PAPER #2 BIOPAK WHITE 7.34XS-1/2	4/500CT	FOLD-PAK CORP	02BPWHITE			0.000	54	\$0.000					
14	CONTAINER PAPER #2 BIO-PLUS EARTH 7.34XS-1/2	4/500CT	FOLD-PAK CORP	02BPEARTHM			0.000	154	\$0.000					
15	CONTAINER PAPER BIOPAK #1 WHITE 4-38XS-5	9/500CT	FOLD-PAK CORP	01BPWHITE			0.000	43	\$0.000					
16	CONTAINER PAPER BIO-PLUS #1 EARTH 4-38XS-5	9/500CT	FOLD-PAK CORP	01BPEARTHM			0.000	57	\$0.000					

Request for Proposal – Paper Goods for University of Maine Dining Services

Dated: April 4, 2018

17	CONTAINER PLASTIC CLEAR W/ LID 48OZ	2/100CT	GENPAK	AD48			0.000	94	\$0.000									
18	CONTAINER PLASTIC DEUL HINGED CLEAR 24OZ	2/100CT	GENPAK	AD24			0.000	138	\$0.000									
19	CUP PAPER HOT INSULATED PERFECTOUCH BEANS 12OZ. MUST ALSO SUPPLY 8OZ & 16OZ	20/500CT	GEORGIA PACIFIC NORTH AMERICA	5342BE			0.000	63	\$0.000									
20	FORK PLASTIC MEDIUM WEIGHT BLACK REFILL	24/40CT	GEORGIA PACIFIC NORTH AMERICA	SS51			0.000	101	\$0.000									
21	KNIFE PLASTIC MEDIUM WEIGHT REFILL BLACK PS	24/40CT	GEORGIA PACIFIC NORTH AMERICA	SSK51			0.000	32	\$0.000									
22	SPOON PLASTIC MEDIUM WEIGHT BLACK REFILL	24/40CT	GEORGIA PACIFIC NORTH AMERICA	SSS51			0.000	37	\$0.000									
23	LID DOME WHITE FOR PERFECTOUCH HOT CUP 12 & 16OZ. MUST ALSO SUPPLY LIDS FOR 8OZ	10/100CT	GEORGIA PACIFIC NORTH AMERICA	D9642			0.000	80	\$0.000									
24	BAG FREEZER STORAGE CLEAR HIGH DENSITY 27X37	1/200CT	HANDGARDS	309679979			0.000	92	\$0.000									
25	GLOVE NITRILE POWDER FREE, SIZES S-2XL	10/1000CT	HANDGARDS	30K340343			0.000	34	\$0.000									
26	FOIL SHEET INTERFOLD 12X10, 75"	12/2000CT	HAND-FOIL OF AMERICA	240314			0.000	23	\$0.000									
27	TABLECOVER PAPER WHITE 3-PLY 4108 W WHITE 54X108	1/25CT	HOFFMASTER FOODSERVICE	210130			0.000	40	\$0.000									
28	PLATE MOLDED FIBER ROUND 8, 75"	4/125CT	HUHTAMAKI AMERICAS INC	25775			0.000	152	\$0.000									
29	PLATE PAPERPRO NATURALS MOLDED FIBER ROUND 6	8/125CT	HUHTAMAKI AMERICAS INC	25774			0.000	78	\$0.000									
30	LINER PAN PIZZA OBAKE * QUILON 10X10	1/1000CT	MCONARIN PACKAGING	019042			0.000	50	\$0.000									
31	LINER PAN QUILON OBAKE * 16- 3/8"X24-3/8"	1/1000CT	MCONARIN PACKAGING	019010			0.000	59	\$0.000									
32	CUTLERY KIT MEDIUM WEIGHT WHITE F-K-S NAPKIN S&P	1/2500CT	RJ SCHINNER CO	438168			0.000	66	\$0.000									
33	STRAW WRAPPED COMPOSTABLE CLEAR 7.9"	100/1000CT	WORLD CENTRIC	ST-CS-8IV			0.000	54	\$0.000									
34	HAIRNET NYLON LIGHT WEIGHT DARK BROWN 28"	20/144CT	ROYAL PAPER PRODUCTS INC	RPH144LTD828			0.000	161	\$0.000									
35	TRAY PLATTER/LID COMBO BLACK 16"	1/25CT	SABERT CORP	C9616			0.000	71	\$0.000									
36	TRAY PLATTER/LID COMBO PLASTIC BLACK 12"	1/25CT	SABERT CORP	C9612			0.000	47	\$0.000									
37	NAPKIN DISPENSER ENVIRONMENTAL PRINT NATURAL 1-PLY 8.5X13	12/5000CT	SCA TISSUE/ESSITY PROFESSIONAL	908EX			0.000	482	\$0.000									
38	PLATTER MOLDED FIBER WHITE 12 5X10	4/125CT	SOUTHERN CHAMPION TRAY LP	18560			0.000	20	\$0.000									
39	TRAY PAPER FOOD RED PLAID 5LB; MUST ALSO SUPPLY 1LB, 2LB & 3LB	2/2500CT	SCP SPECIALTY QUALITY PACKAGING	352645			0.000	23	\$0.000									

**Request for Proposal – Paper Goods for University of Maine Dining Services**

**Dated: April 4, 2018**

40	BOWL PET PACK N' SERVE BLACK 16OZ	1/25CT	WNA NORTH AMERICA	APB160BL		0.000	28	\$0.000						
41	BOWL PLASTIC CATERLINE BLACK 8OZ	1/25CT	WNA NORTH AMERICA	APB80BL		0.000	18	\$0.000						
42	LID PETDOME 10" FOR PACK N SERVE BOWLS	1/25CT	WNA NORTH AMERICA	APB80DM		0.000	15	\$0.000						
43	LID PLASTIC DOME CATERLINE FOR 16OZ BOWLS CLEAR 12"	1/25CT	WNA NORTH AMERICA	APB160DM		0.000	25	\$0.000						
44	STIRRER COFFEE WOOD 7.5"	10/500CT	BERKLEY SQUARE	9041295		0.000	37	\$0.000						
45	FORK PLASTIC HEAVY WEIGHT WHITE PP	1/1000CT	CALLICO DISTRIBUTORS INC	ADMBP/HW/FW		0.000	28	\$0.000						
46	KNIFE PLASTIC HEAVY WEIGHT WHITE PP	1/1000CT	CALLICO DISTRIBUTORS INC	ADMBP/HW/KV		0.000	12	\$0.000						
47	SPOON PLASTIC HEAVY WEIGHT WHITE PP	1/1000CT	CALLICO DISTRIBUTORS INC	ADMBP/HW/TW		0.000	6	\$0.000						
48	CUP PAPER PORTION SOUFFLE WHITE 2OZ. MUST ALSO SUPPLY 1OZ CUP	20/250CT	DART CONTAINER CORP	200-2050		0.000	13	\$0.000						
49	BAG PAPER BROWN 4LB. MUST ALSO SUPPLY 16LB BAG	1/500CT	DURO BAG MANUFACTURING CO	18404		0.000	27	\$0.000						
50	BAG PAPER SQUAT BROWN 20LB	2/250CT	DURO BAG MANUFACTURING CO	29821		0.000	14	\$0.000						
<b>GRANT TOTAL:</b>								<b>\$0.000</b>						

- \*4 Verify 12oz containers available  
YES NO
- \*9 Verify 7oz & 24oz cups available  
YES NO
- \*10 Verify 4oz cup available  
YES NO
- \*12 Verify lids for 3.25 - 5.5oz cups available  
YES NO
- \*19 Verify 8oz & 16oz cups available  
YES NO
- \*23 Verify 8oz lids available  
YES NO
- \*25 Verify all sizes listed available  
YES NO
- \*39 Verify 1lb, 2lb & 3lb available  
YES NO
- \*48 Verify 1oz cups available  
YES NO
- \*49 Verify 16lb bag available  
YES NO

**\*Attachment C:**  
Verify that you are able to supply additional items as per Attachment C if awarded this contract  
YES NO

Attachment C – Sample List of Items Purchased

Item Description	Pack/Size	1 Year Volume
BAG FREEZER DOUBLE ZIPPER 2 GAL	1/100CT	8
BAG STORAGE DOUBLE ZIPPER SEAL GAL	1/250CT	14
CONTAINER PLASTIC SANDWICH WEDGE W/ CLEAR HINGED LID 6.6X3.56"	1/250CT	10
WRAP DELI INTERFOLDED DRY WAX NK12 NATURAL 12X10.75	12/500CT	4
FILTER COFFEE URN 23X9 10 GAL	1/250CT	2
FILTER COFFEE REGULAR 9.75X4.25 12-CUP	2/500CT	6
FILTER COFFEE URN 3 GAL 18X7	1/250CT	2
FILTER TEA/COFFEE GOURMET PAPER WHITE 13X15	2/250CT	2
CIRCLE PIZZA 10"	1/250CT	7
CUTLERY KIT MW WHITE F-K-S NAPKIN	1/250CT	6
BOWL SQUARE IVORY SUGARCANE 12OZ	8/125CT	9
CUP PAPER COLD WAXED 7OZ	20/100CT	5
BAG PAPER KRAFT SHOPPING W/ HANDLE 13X7X17	1/250CT	2
CUP PLA CLEAR GC12S 12OZ	20/50CT	7
FILTER COFFEE TEA CONE 13X5	1/500CT	6
CONTAINER PLASTIC MICROWAVE SAFE BLACK 32OZ	4/75CT	7
LID PLASTIC CLEAR FOR FRP024 & FRP032	4/75CT	6
BAG FOOD STORAGE UTILITY 6.5X7	1/2000CT	8
BUN PAN RACK COVER CLEAR HD 52X80	1/50CT	29
FOIL SHEET INTERFOLD 9X10.75"	6/500CT	4
PAN STEAM TABLE ALUMINUM FULL SIZE	1/50CT	8
PAN STEAM TABLE ALUMINUM 1/2 SIZE 2.5" DEEP	1/100CT	4
WRAP TISSUE BAKERY INTERFOLDED 6X10.75	10/1000CT	4
CUP BAKING PAPER FLUTED WHITE 4.5"	20/500CT	11
SPOON SOUP PLASTIC MEDIUM WEIGHT WHITE PP	1/1000CT	18
PLATE PLASTIC CLEAR 6"	10/18CT	7
CONTAINER PAPER MOLDED FIBER CLAMSHELL 6X6	4/125CT	13
CONTAINER MOLDED FIBER CLAMSHELL WHITE 8X8	2/100CT	5
BOX PASTRY WHITE 11X7.25X3	1/250CT	7
BOX PIZZA 10"	1/100CT	19
CONTAINER PLASTIC CLEAR HOAGIE SMALL 8.5"	2/125CT	6
CONTAINER PLASTIC ROUND BLACK BASE W/ CLEAR LID 16OZ	3/50CT	3
CONTAINER PLASTIC HINGED SMARTLOCK 1 COMPARTMENT 8X8X3	2/100CT	3
CHOPSTICKS BAMBOO	1/800CT	22
PICK SANDWICH BAMBOO KNOT 4"	10/100CT	6
DOILY LACE CAMBRIDGE 12"	1/1000CT	5

This is not a complete list of products, as the University's student needs and desires change.

## Appendix D – Economic Impact Evaluation Form

**Respondent’s Organization Name:** \_\_\_\_\_

### Instructions

Each Respondent will complete the tables below to quantify the Respondent’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.

**Table D1** - 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 Overall Recent Economic Impact</b>	<b>\$</b>

**Table D2** - 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 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 within future 24-month period as a result of the awarded contract	\$
Payments of State licensing fees in Maine within future 24-month period as a result of the awarded contract	\$
<b>Total Projected Economic Impact <u>Only</u> from Awarded Contract, If Selected</b>	<b>\$</b>

For the tables above, the following definitions are provided:

- “Respondent”: Organization identified on the Proposal Cover Page under “Respondent’s Organization Name”.

- “Maine resident”: Any person whose primary residence is located within the State of Maine.
- “Maine-based”: Any organization whose primary operations are located within the State of Maine.
- “Past 24-month period”: The past 24-months, starting on the date that the RFP was publicly released.
- “Future 24-month period”: A projection for the future 24-month period, starting upon the “Initial Period of Performance” start date Section 1.3.1

**Certification Statement**

*To the best of my knowledge, all information provided in the Economic Impact Evaluation Form is complete and accurate at the time of submission and I confirm that I am authorized to make such a determination on behalf of my organization.*

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

\_\_\_\_\_  
Name and Title (Printed)

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

## Appendix E – Contract for Services

### 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

**Rider C** – University of Maine System Standards for Safeguarding Information

**Rider D** – Services Engagement Form

**Contract Amendments** as required

**Request for Proposal #056-18** Issue Date **April 4, 2018** Titled **Paper Goods for University of Maine Dining**

**Contractor’s Bid in Response to Request for Proposal #056-18** Proposal Submission Date **April 20, 2018** Titled **Paper Goods for University of Maine Dining**

**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, 2018** and shall terminate on **June 30, 2020**, unless terminated earlier as provided in this Contract with option for **three (3) additional one (1) year renewals** 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:** Finance & Purchasing Manager, UMaine Auxiliary Services shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
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. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.

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, ME 04330

Attn: **Contract Administration**

**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, invoices and questions regarding invoices will be directed to:

University of Maine System  
Accounts Payable  
PO Box 533  
Bangor, ME 04402

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

Fax: [207-581-2698](tel:207-581-2698)

Email: [UMAP@maine.edu](mailto:UMAP@maine.edu)

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. **Rider C** – University of Maine System Standards for Safeguarding Information
  - G. **Rider D** – Services Engagement Form
  - H. **Contract Amendments** as required

- I. **Request for Proposal #056-18** Issue Date **April 4, 2018** Titled **Paper Goods for University of Maine Dining**
- J. **Contractor's Bid in Response to Request for Proposal #056-18** Proposal Submission Date **April 20, 2018** Titled **Paper Goods for University of Maine Dining**

**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.

**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 if it is not approved, valid or effective until such written approval is granted.”**

**Chief Financial Officer approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.**

**Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.**

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

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

Chief Procurement Officer or designee

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

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

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

Chief Financial/Business 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 University is seeking an experienced vendor meeting delivery requirements, qualifications, resources, and equipment necessary to provide a reliable supply and distribution services for paper goods and packaging typically used in the food service industry. A list of the highest most common usage products is provided as a Market Basket in the **Appendix C – Cost Response Form** and Attachment A – Sample List of Items Purchased. **The contract shall not be limited to the items listed.** The University makes no guarantee of any volume or dollar purchases throughout the term of the contract.

Awarded Contractor shall be required to provide the University both compostable and non-compostable products.

Awarded Contractor shall be required to provide a minimum of three (3) deliveries per week to four (4) locations at the Orono Campus during the fall and spring semester and a minimum of two (2) deliveries per week during winter and summer breaks. Contractor and Contract Administrator shall negotiate delivery days with Contract Administrator final approval. Deliveries are required to be performed between the hours of 7:30 a.m. and 10:30 a.m. Delivery locations include full-service dining and retail facilities – The Bear’s Den at Memorial Union, Wells Dining & Conference Center, Hilltop Dining, and York Dining. All deliveries will be inspected, received, and delivery slips/invoices signed for by the receiving clerk on duty at the time of delivery. Products that are considered unacceptable will be refused and returned to the Contractor and noted on the delivery slip/invoice. Delivery drivers shall adjust invoices for damaged merchandise, incorrect products, and/or price discrepancies at the time of delivery. Unacceptable products are to be returned at the time of delivery, or if discovered after delivery, shall be picked up on the next scheduled delivery. Unsigned delivery slips/invoices will not be processed for payment.

The Contractor shall provide all products and processing to comply with all Federal, State of Maine, and local regulations. Unless otherwise specified, commercial packaging shall be acceptable.

The Contractor shall provide to each University delivery location, the name and telephone number of the company sales representative who may be contacted Monday through Friday 8:00 a.m. to 4:00 p.m. exclusive of holidays. Representatives shall have the primary responsibility for all aspects of this contract and shall be authorized to accept emergency and special orders.

The Contractor shall keep back orders and shortages to a minimum. If a shortage occurs the Contractor must inform the location of delivery prior to the scheduled delivery. The University will provide the needed contact information to the Contractor. If a substitution is necessary it must be authorized by the Finance & Purchasing Manager or designee. All substitutes must be of equal or better quality than the originally ordered item and the invoice cost will not be higher than the bid price. If an item is not available and the University is forced to order through another supplier, the cost differential may be charged back by the University to the Contractor.

The Contractor is responsible for all setup, operation, maintenance, and licensing fees associated with the establishment and operation of an interface with the Agilysys Eatec University Dining Services Inventory and the Contractors order software. The University Dining Services software uses an Electronic Data Interchange (EDI) connection to transfer files between the University and Contractor.

The Contractor's system shall be compatible with Eatec and be EDI compliant by providing an FTP server where files are sent to and received from. For purchasing purposes, the Contractor shall be able to process EDI 850 P/O files, and upon successfully processing the order, 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 University to import into Eatec.

All product code changes, must be submitted in writing to the Dining Finance & Purchasing Manager.

At the University's request, the Contractor shall provide the Dining Finance & Purchasing Manager with a report on the quantity, pack, and variety of each item purchased for each of the four (4) delivery locations. This report may be required quarterly.

The University reserves the right to purchase products, not included in this contract (i.e. not among the fifty (50) items listed in Appendix C – Cost Response Form), from distributors other than the Awarded Contractor. Purchase of these items will be for various operations which may include, but not limited to, Auxiliary retail sites, theme night events and events hosted by the Conferences and Institutes departments. The University may also purchase items provided by local vendors as set forth in the University's efforts to promote and utilize local vendors when in the best interest of the University.

Awarded Contractor shall be required to provide invoicing information to Buyer's Edge Purchasing. The University currently has a contract with Buyer's Edge Purchasing to provide rebate management and invoice auditing services.

The University reserves the right to request product samples from bidders for purposes of evaluating the products quoted.

**Additional Terms:**

- 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 incentives to reach final University net cost.
- 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.
- Contract Mark-up Percentage 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 distributors projected overhead:

Packaging costs, delivery cost, storage and any other projected expenses associated with the distributor's function and anticipated profit.

- University Net Cost is the cost to the University for the product after the Contract mark-up is added to the laid-in cost of the distributor.
- 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 contract markup percentage for that product category, then subtracting any negotiated off-invoice allowances.
- 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 are not limited to the following programs or types of programs: general manufacturer rebates, coupon programs, frequent buyer, and distributor's own rebate programs. Rebates are to be applied directly to the University and are exclusive of the Purchase Price.

**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. Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.
- 3. Campus Visits:** The Contractor agrees to maintain good relations with the University. The



Contractor shall make campus visits “as needed” on three days’ notice. The Contractor will coordinate campus visits with the University Services Information and Technology Department to ensure proper communication and sharing of information related to customer projects.

- 4. Ordering:** The Contractor shall provide the name and contact information of the Sales Representative to place orders. Contractor representatives shall be available Monday through Friday, 8:00 AM to 4:00 PM, exclusive of holidays. Representatives shall have primary responsibility for all aspects of this contract and shall be authorized to accept emergency and special orders.

Orders shall be placed through the Agilysys Eatec® Inventory and Procurement System employing a Contractor-supplied interface.

PAR Levels. The Contractor is expected to efficiently manage inventory and maintain PAR levels to fulfill University requirements. Items designated as stock items shall be continuously available at the University’s average order frequency and quantity. The University and Contractor shall mutually agree on required PAR Levels for stock items. Back orders on stock items are not acceptable.

Substitutes. In the event substitutes are required to fulfill a stock item, the product shall be of equal or better quality and of identical dimensions as the item replaced. The invoice cost shall not exceed the contract price.

If a stock item is not available or the University is required to order from another supplier, the University shall charge the cost differential back to the contractor. Substitutions or cancellations require prior approval of the Contract Administrator.

Custom Printed Products. The Contractor shall stock and warehouse all University custom printed items. Designated as stock, items shall be continuously available at the University’s average order frequency and quantity. The University shall pay for custom printed items after delivery has been made to the University. At the end of the contract term, the University shall pay the Contractor for custom printed inventory remaining in stock at the Contractor’s warehouse at the laid-in cost in accordance with this contract.

- 5. Delivery:** Over the contract period, pricing must be F.O.B. Destination. Prices quoted will be considered to include all charges for transportation, packaging, insurance, fuel, etc. necessary to complete tailgate delivery. Deliveries must be made to the specified location on the individual order.

Deliveries shall be completed between 6:00 AM and 11:00 AM. The University will provide preferred delivery times for each specified location.

Delivery locations include Wells Dining & Conference Center, Bears Den at Memorial Union, Hilltop Commons, and York Commons. The University may add or delete locations from this contract at any time during the contract term.

- 6. Scheduled:** Academic Year (Mid-August to mid-May; approximately 32 weeks per year), Deliveries shall be Monday-Friday, a minimum of three (3) days per week, when requested.

Non-academic year (Mid-May to Mid-August and breaks; approximately 20 weeks per year), Deliveries shall be Monday-Friday a minimum of two (2) days per week, when requested

- 7. Receiving:** All products shall be delivered in undamaged packaging, labeled with the commodity description, quantity, unit of measure, and UPC-A standard barcode.

Delivery documentation must include a packing slip identifying the purchase order number and an itemized list of each item delivered, including product code number, description, unit of measure and quantity delivered.

Deliveries shall be received by a Dining Service Manger or designate on duty. Unsigned deliveries will not be processed for payment.

**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)	\$1,000,000 per occurrence or more
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

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.**

## Appendix G – Organization Reference Form

**Respondent’s Organization Name:** \_\_\_\_\_

**INSTRUCTIONS:** Provide a minimum of 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 references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

## Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: \_\_\_\_\_

**INSTRUCTIONS:** 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.

### **QUESTIONS:**

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?
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.
3. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
4. Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
5. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine. 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.
6. Describe your firm's understanding of the current higher education needs for providing the products / services described in **Specifications / Scope of Work** detailed in this document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals? Include in your statement your ability to interface with the Agilysys Eatec University Dining Services Inventory and the Contractors order software.
7. Describe your firm's contractually relationships with local suppliers related to products covered under this contract. Include names of local supplier(s) and volume of products procured from local suppliers.

Use this link <https://umaine.edu/dining/local/> for more information on the University's definition of local.

8. The Respondent shall provide résumés for staff member(s) that the University will be working with directly if awarded the contract.
9. Financial Stability  
No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.