



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

University of Maine Food and Paper Purchases

RFP #2020-027

Issued Date: 3/9/2020

Response **Deadline** Date/Time: 4/10/2020, 5:00 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu

Email Subject Line – DH: University of Maine Food and Paper Purchases -
RFP#2020-027

Response Contact Information:

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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 six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 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 six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

Campus thumbnails

University of Maine

The University of Maine, founded in Orono in 1865, is the state's land grant and sea grant university. As the state's only public research university, UMaine has a statewide mission of teaching, research and economic development, and community service. UMaine is among the most comprehensive higher education institutions in the Northeast with nearly 100 majors and academic programs. It attracts students from Maine and 49 other states, and more than 60 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The

university promotes environmental stewardship, with substantial efforts campus wide aimed at conserving energy, recycling and adhering to green building standards in new construction.

1.1.3 Purpose

The University of Maine System, acting through the University of Maine and its Auxiliary Services, is seeking proposals from experienced and qualified vendors to provide groceries, bakery, dairy (milk and cream), meat and poultry, paper goods, fresh and frozen fish products and produce, fresh and prepared. This RFP specifically pertains to purchases for the Orono campus. 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.

1.1.4 Specifications / Scope of Work

This section defines the specifications and requirements for any respondent to be considered to be awarded one of the resulting contracts. Respondents can submit bids for any portion/portions/or the entirety of the Scope of Work below. The University anticipates awarding multiple contracts for the Scope of Work described below.

- Section 1 – General Requirements
- Section 2 – Specifications for Meat and Poultry
- Section 3 – Specifications for Fresh and Frozen Fish and Seafood
- Section 4 – Specifications for Fresh and Prepared Produce
- Section 5 – Specifications for Dairy Products
- Section 6 – Specifications for Paper Goods
- Section 7 – Specifications for Bakery Items

Section 1 – General Requirements

1.1 Deliveries: The University requires deliveries 5 days per week, Monday through Friday (unless specified otherwise for specific product category). Deliveries should be made between 6:30AM and 12PM. Delivery locations include full-service dining and retail facilities including The Bear's Den at Memorial Union, Wells Dining & Conference Center, A l f o n d A r e n a , Darling Marine Center, Fogler Library, Children's 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. Additional delivery specifications are outlined below.

1.2 Compliance with Specifications: All shipments of food products to the University must comply with and strictly adhere to the specifications.

1.3 USDA Grades and Inspection: Grades are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service. Food products supplied to the University must be of the grade indicated for the item. USDA Inspection Grading and Inspection Certificates may be acquired where it is in the best interest of the University. Most recent copies health inspection reports are to be submitted with the proposal, as requested in 4.16. It is the responsibility of the Contractor to contact the USDA and arrange for inspection of the items which require inspection certificates. The cost for inspection and stamping of required products is the responsibility of the Contractor.

1.3.1 All products must meet or exceed USDA or industry standards. The delivered product must meet the grade at the time of delivery to the University of Maine Dining Services operation. When delivered products appear to be below the grade of the product specified, Dining Services reserves the right to return the product for full credit or shipment of new product. If the delivered products appear to fall below the grade specified on a regular basis, Dining Services reserves the right to submit items in doubt to the nearest USDA office for official inspection and grading. The Contractor shall be responsible for the cost of the inspection. Immediate product inspection will be made at the point of delivery by the Dining Services receiving staff.

1.3.2 The interpretation of descriptive terms of grade shall be in accordance with the USDA standards for grade in effect on the date of the invitation for proposal.

1.3.3 If higher grade products are offered for delivery in lieu of those specified, it shall be acceptable providing all other requirements are met.

1.4 Product Sanitation: All products shall be packed and prepared under sanitary conditions and in accordance with good commercial practices.

1.5 Warehouse Location: The Contractor shall indicate in its proposal the address of the warehouse which will store products to be furnished under this contract. It is understood that unless specifically approved by the University, all products furnished hereunder shall be warehoused in facilities owned and operated by the Contractor.

1.6 Health and Sanitation Code: The Contractor's premises, equipment, supplies, and warehouse facilities shall be maintained, throughout the life of the contract, in conditions satisfactory to the University and in compliance with the State of Maine Health and Sanitation Code. The Contractor and its employees shall adhere to the highest standards of cleanliness and sanitary practices in the performance in the preparation, service, transportation, and storage of food and related items.

1.7 Facilities and Operations Inspection: All Contractors operations, as outlined in this section and in conjunction with this contract, shall be subject to inspection at all times. If, in the opinion of the University, sanitary conditions are unsatisfactory, the contract shall be subject to cancellation.

1.8 HACCP and AIB: HACCP, or Hazard Analysis Critical Control Point, is a system used to control biological, chemical, and physical hazards associated with foodservice systems. This is accomplished by identifying potential hazards at specific points within the flow of food and preventing, eliminating, or reducing them to safe levels. The National Restaurant Association and Food and Drug Administration recommend that all foodservice facilities develop a proactive HACCP system. In doing so, facilities will be able to greatly reduce the risk of

food-borne illness outbreak by: Identifying potentially hazardous foods and problematic procedures; establishing control measures to reduce risk; monitoring these control measures; and verifying food safety through documentation. This includes purchasing foods only from suppliers who utilize the HACCP system to minimize risks associated with processing, storing, packing, and shipping potentially hazardous foods. To reduce the risk of food-borne illness outbreaks and enable Dining Services to maintain its HACCP program, it is therefore required that any supplier providing food to The University of Maine Dining Services be HACCP compliant, and AIB (American Institute of Bakers) monitored.

1.9 Recall Notice: The Contractor must, upon receipt of a recall notice from the manufacturer or government, for any item, even if not currently purchased by the University, notify the Director of Dining Services immediately. The Contractor shall facilitate the timely return and credit of all recalled product.

1.10 Menu Management System: 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.

1.11 All product code changes, must be submitted in writing to the Procurement and Asset Manager.

1.12 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.

1.13 Communication: 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.

1.14 Shortages and Back 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 Procurement and Asset 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.

1.15 Local Purchasing Initiative: The University of Maine System has an initiative to achieve 25% of total food purchases to be made from local producers. The University of Maine System defines local as within 175 miles of any of our campuses. The University may 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. Additional detail about the local purchasing initiative can be found here, <https://umaine.edu/dining/local/>.

1.16 Additional Purchases: The University reserves the right to purchase products, above and beyond the items listed in Appendix C Cost Evaluation.

1.17 Buyer's Edge: 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.

1.18 The Director of Dining Services will notify the Contractor of upcoming shutdown the week prior to a shutdown or break period (e.g. Winter Break, Spring Break, and Summer Break). The Contractor shall work with each Dining Service location to ensure that its product inventory is brought to a reasonable balance. Each Dining Service location will lower its inventories the week prior to a shutdown and increase inventory levels the week prior to opening. The University will provide the Contractor with an Academic Year calendar for the purpose of planning for these times. Certain locations will remain open during shutdown periods and service must be provided during those times.

1.19 Product Ingredient/Nutritional Information: Respondents will provide nutritional information and allergen information for all products sold to the University. This information must be provided through a database maintained and kept up to date by the vendor.

Section 2: Specifications for Meat & Poultry Products:

2.1 Inspection: All meats, poultry, prepared meats, meat food products, and meat by- products (as defined in Rules and Regulations of the Department of Agriculture Governing the Grading and Certification of Meats, Prepared Meats, and Meat Products) covered by these specifications must originate from animals which were slaughtered or from product items which were manufactured or processed in establishments regularly operated under the supervision of the Meat & Poultry Inspection Program (MPIP) of the Consumer and Marketing Service (C&MS) of the United States Department of Agriculture *USDA) or under any

other system of meat inspection approved by the Consumer and Marketing Service of the USDA.

2.2 Ordering Data: The University will requisition product items by specifying the item number, name, and the desired options such as grade or selection, weight range, formula, state of refrigeration, etc., indicated in each specification. Products must be offered for delivery on such basis by the Contractor, subject to official examination, acceptance, and certification by USDA meat graders or other designated personnel. The examination, acceptance, and certification of products by the USDA shall be in accordance with USDA Meat Grading instructions.

2.3 Certification: In connection with the issuance of meat grade certificates, one or more kinds of official USDA meat grade certificates will be involved depending on whether the product is for delivery chilled or frozen.

2.3.1 Products for Delivery Chilled: When products are to be delivered chilled, an official final certificate will be issued by the responsible USDA meat grader to cover all factors and details of the products.

2.3.2 Products for Delivery Frozen: When products are to be delivered frozen, the responsible USDA meat grader will issue an official preliminary certificate, identified as such, to cover all factors and details of the chilled product prior to freezing. The responsible USDA meat grader will issue an official final certificate covering all factors and details of the frozen product prior to leaving for delivery.

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

2.4 Time Limitation: Products prepared for delivery under a purchase order shall not be offered to USDA meat graders for examination and acceptance more than 72 hours before shipment.

2.5 State of Refrigeration: The detailed specifications for the various products indicate two different states of refrigeration. These are defined as follows:

2.5.1 Chilled: Chilled products are those which, promptly after preparation and in accordance with good commercial practice, are thoroughly chilled (but not frozen or defrosted) to an internal temperature of not higher than 50F. They must be held in suitable temperatures (32F to 39F) and must be in excellent condition at the time of delivery.

2.5.2 Frozen: Products to be delivered frozen must be promptly and thoroughly frozen in suitable and reasonable uniform temperatures no higher than 0F. Products thus frozen must be maintained and delivered

in a solidly frozen state. The products must show no evidence of defrosting, re-freezing, freezer burn, contamination, or mishandling.

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

Section 3 – Specifications for Fresh & Frozen Fish and Seafood:

3.1 All products shall be packed, labeled, and conform in every respect to the provisions of the U.S. Department of the Interior, and regulations promulgated thereunder.

3.2 Fresh fish must have skin that is bright and shiny; no loose scales, red inside the gills; firm flesh that bounces back when pressed; bright bulging clear eyes; no strong odors, no slime.

3.3 Frozen fish must have the typical flavor of the indicated species of fish when cooked; be free of staleness, off flavor, bitterness or rancidity. Appearance will have no yellowing, blood spots or discoloration. Texture will be firm, slightly resilient but not tough or rubbery, moist but not mushy. There will be no dehydration. Fillet pieces should be of uniform size.

3.4 Fresh shellfish will be alive when delivered and should appear healthy and active with appropriate reaction to touch and movement. The exception will be shrimp, which will be iced.

3.5 Frozen shellfish will have a flavor and odor characteristic of the species and be free from staleness, off flavors and off odors of any kind. There will be no dehydration. Pieces must be of uniform size. There will be no shell fragments in the cooked state. Product will be firm with no off odor. Pieces will separate easily.

3.6 Breaded seafood products must contain the appropriate proportions of bread to seafood product specified on the order. Species of seafood will be the variety specified on the order. Breaded seafood products will have: moderate loose breading, ease in separation, uniform size and weight portions, no discoloration, lack of coating defects, no bones, firm fish flesh, and no blood spots or off odor.

3.7 All fresh fish shall be packed in plastic rectangular tubs. Product shall be processed in a plant with certified HACCP standards.

3.8 Lobsters shall not be included in this contract.

Section 4 – Specifications for Fresh and Prepared Produce

4.1 No produce treated with sodium bisulfate shall be delivered without the prior written consent of the Director of Dining Services.

4.2 All produce that requires ripening (e.g. tomatoes, bananas) shall be ripened at the Contractor's plant in properly designated rooms under the Produce Marketing Association's (PMA) guidelines. Product shall only be accepted at Dining Services locations in the degree of ripeness so designated in the specifications.

4.3 Prepared Product Packaging: Fresh prepared produce shall be packaged using modified atmospheric packaging (MAP) to inhibit spoilage.

4.4 Certified Organic Products: The University will occasionally request certified organic products. To be labeled organic, all fresh or processed foods sold in the U.S., including imports, must be produced according to the national organic standards and certified by an inspection agency accredited by the USDA. Proof of certification must be evident.

Section 5 – Specifications for Dairy Products

5.1 Deliveries:

5.1.1 Delivery during academic sessions (fall and spring semester) will be required four (4) days per week, Monday, Tuesday, Thursday and Friday to five (5) locations at the Orono Campus.

5.1.2 Delivery during non-academic will be required three (3) days per week, Monday, Wednesday and Friday to five (5) locations at the Orono Campus.

5.1.3 Deliveries are required to be performed between 7:30 a.m. and 10:30 a.m. EST.

5.1.4 Delivery locations include full-service dining and retail facilities; The Bear's Den at Memorial Union, Wells Dining and Conference Center, Hilltop Dining, York Dining and Oakes Room at Fogler Library.

5.1.5 The Director of Dining Services will notify the Contractor based on the academic calendar of when the number of deliveries per week will be adjusted. Changes in the delivery schedules will only be permitted with approval by the Director of Dining Services.

5.2 Product Specifications:

5.2.1 Fluid milk and dairy products furnished under this contract shall be Grade A and shall be produced in accordance with all applicable State and Federal regulations.

5.2.2 Products shall have a minimum of seven (7) days shelf life at the time of delivery. Products should be from the latest production. No products shall have been frozen or delivered frozen unless specified.

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

5.3 Product Sampling: The University reserves the right to request product samples from bidders for purposes of evaluating the products quoted. In addition, samples of all products offered under the contract may be requested by the University at any time during the contract period for examination and testing to determine compliance with specification standards and regulations for Fresh Dairy Products, which are issued by the Maine State Commissioner of Agriculture.

5.4 Packaging:

5.4.1 All products shall be packaged in sanitary cartons, cans, or containers and delivered in packaging appropriate for use in commercial trade. The containers shall be labeled as to contents and dated. The label shall be clearly displayed on the packaging.

5.4.2 The Contractor shall keep cartons and carriers used to transport milk and milk by-products from the Contractor's plant to the University in a clean and sanitary condition. The containers shall be picked up at the next delivery for return to Contractor's plant for cleaning and sanitizing. Containers may not be cleaned at University location.

5.5 Dispensers: The successful bidder must provide creamer dispensers for each dining location.

5.6 Date Coding: All products furnished shall be dated with either the date of manufacture or last date the product may be sold/used. If product dating is coded, the coding key shall be furnished with the bid to the University.

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

5.8 Hazard Analysis Critical Control Point (HACCP): The Contractor shall have compliant and efficient HACCP programs in place to ensure product safety and quality.

Section 6 – Specifications for Paper Goods

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

6.2 Deliveries: 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.

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

Section 7 – Specifications for Fresh Bakery Goods

7.1 Specifications

1. All bakery products shall be prepared from first quality materials and produced under absolutely sanitary conditions, including premises and employees.
2. Upon request, the Contractor shall provide nutritional content and ingredients of all products furnished to the University.
3. No peanut oil shall be used in any part of the production process for any product.

7.2 Delivery:

1. Delivery will be required three (3) days per week to four (4) locations at the Orono Campus. Contractor and Contract Administrator shall negotiate delivery days with Contract Administrator final approval.
2. Delivery locations include full-service dining and retail facilities; The Bear's Den at Memorial Union, Wells Dining and Conference Center, Hilltop Dining, and York Dining.
3. The item cost to the University shall be consistent for all delivery locations. The University is seeking to have product delivered to all locations. Stocking and other full service models are not required.

7.3 Product Specifications:

Products shall have a minimum of seven (7) days shelf life at the time of delivery. Products should be from the latest production.

7.4 Product Sampling:

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

7.5 Packaging:

1. 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.
2. Products shall be adequately dated and marked to identify the contents. The date indicated on the product packages shall be the pull date or last sale date for the product.
3. Containers shall be marked with the name of the product and the bake day code.
4. Cartons, carriers and racks used to transport products from the Contractor plant to the University shall be clean and sanitary at all times.
5. Merchandise must be accompanied by a delivery slip or packing list and the purchase order number.

7.6 Ordering – Routine and Special Procedures:

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

7.7 Back Orders & Shortages

The Contractor shall keep back orders and shortages to a minimum. If a shortage occurs the Contractor must inform the Director of Dining Services prior to the scheduled delivery. If a substitution is necessary it must be authorized by the Director of Dining. 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.

7.8 Contract Data

At the University's request, the Contractor shall provide the Director of Dining Services 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.

7.9 Quantities

The quantities shown on Appendix B – Cost Response Form are estimates and represent the highest volume items purchased over the most recent fiscal year period. The contract shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.

7.10 Transportation Charges:

Quotations must be F.O.B. Destination. Prices shall include, but not limited to, all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges necessary to complete delivery.

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;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. 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

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 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.

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 all Respondents' responses may be made available to participating Respondents upon request. Such request must 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 provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of "trade secret" under Maine 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.

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

All prices provided shall remain firm for the entire term of the agreement.

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.

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.

1.2.10 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

1.2.11 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

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	3/20/2020
Section 1.2.2	Response to Written Inquiries/Questions	3/25/2020
Section 1.2.2	Deadline for Proposal Submission	4/10/2020
Section 2.2	Award Announcement (subject to change)	5/1/2020
	Estimated Agreement Start Date (subject to change)	7/1/2020

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 & E	Contract for Services	5
Appendix F	References	5
Appendix G	Organization, Qualifications, Experience	15
Appendix H	General, Implementation, Training and Support	20
Appendix H2	Solution Requirements Matrix (Local)	20
Total Points		100

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
Points = pro-rated score

Costs can and will be evaluated on an item by item basis and a category by category basis.

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 Contract for Services (Appendix D & E)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision based on University risk assessment. The University reserves the right to reject any or all responses, in whole or in part, for any response receiving no points in this section in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

- a. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will receive the total points noted in Table 2.1.1.
- b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will receive point reductions based on the University's risk assessment.
- c. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University's discretion based on the University's risk assessment.

2.1.2.3 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.

2.1.2.4 General, Implementation, Training and Support

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

2.1.2.5 Solution Requirements Matrix

The University of Maine has a commitment to purchasing local food items (as defined in section 1.1.5 of the scope of work section above). For each of the items that you have submitted as a part of your response, check either Yes, Replacement, or No, in the excel document titled "RFP 2020-027 Appendix H2 Local Items Requirement Matrix".

- **YES** – This response indicates the item the Respondent is proposing is an exact match to the item listed (1 point)
- **REPLACEMENT** – This response indicates the Respondents' item meets the University's definition of local but is not the exact item listed (1 point upon confirmation that the item meets the University's requirements to be considered local)
- **NO** – This response indicates the Respondents' cannot offer the listed local item or a comparable local item (0 points)

Your submission of this form must include an **MS Excel Version** of this document for ease of evaluation. For a copy of the excel version of Appendix H(a) contact the Proposal Contact identified on the cover page of this document.

2.2 Award

The University requires multiple solutions to fulfill its food and paper needs. The University will award contracts to multiple vendors based on this solicitation to fulfill its needs. In some cases the product mix or awarded vendors may overlap and the University reserves the right to determine which vendor's products best suit its needs.

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 General Services 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

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, including the numbering of section and sub-section headings. 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.

3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 2 - Cost Response

- 3.2.2.1 Label this response - Section 2 – Cost Evaluation
- 3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

3.2.3 Section 3 - Contract for Services

- 3.2.3.1 Label this response - Section 3 – Contract for Services
- 3.2.3.2 Insert Appendix D – Contract for Services
- 3.2.3.3 Insert Appendix E – Master Agreement

3.2.4 Section 4 - Response to Questions

- 3.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.4.2 Insert Appendix F – Organization Reference Form
- 3.2.4.3 Insert Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience
- 3.2.4.4 Insert Appendix H – Evaluation Question(s) – General, Implementation, Training and Support
- 3.2.4.5 Insert Appendix H2 – Solution Requirements Matrix

Appendix A – University of Maine System Response Cover Page

RFP # 2020-027

University of Maine Food and Paper Purchases

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.

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 # 2020-027
University of Maine Food and Paper Purchases

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 # 2020-027
University of Maine Food and Paper Purchases

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response in the attachment titled “RFP 2020-027 Appendix C Cost Evaluation 2020 Food and Paper Market Baskets”. The response must include information for each item the respondent wishes to be considered as a part of their submission.
2. There is a separate tab for each category of items in the Appendix C 2020 Food and Paper Market Basket. Respondents must provide the information requested for each item they are seeking to sell to the University. Respondents can provide cost information for any subset of items within a category and across categories.
3. For the following categories: Produce, Dairy, Grocery, Meat, Seafood, and Paper, provide your bid (sell price) based on your most recent purchase laid-in (acquisition) cost prior to March 1, 2020, for each item. **You must provide an invoice from your supplier showing your cost for the 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.
4. For the Bread category, provide the requested product information in columns D, E, F, and G.
5. 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. If a particular cost table is not required as part of your response simply leave it blank.
6. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
7. 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.
8. An **MS Excel Version** must be included in your final submission for all of these tables.

Definition of terms included in cost section:

- **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.

- **Invoice Number:** the invoice number you have submitted that contains said item.
- **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.
- **Your Brand:** the brand of the item that you are proposing.
- **Manufacturer's Stock Number:** the identification number the manufacturer has assigned to the item.
- **Pack/Size:** the number of items per case and the size of each item including the unit of measure.
- **Your Order Number:** the order number your company has assigned to the item.

Appendix D – 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 – Insurance Requirements

Rider C – University of Maine System Standards for Safeguarding Information

Rider D – Services Engagement Form

Rider E – Implementation Plan and Timeline

Rider F – Contractor’s Service Level Agreement to Support the University

Contract Amendments as required

Request for Proposal #2020-027 Issue Date 3/6/2020 Titled University of Maine Food and Paper Purchases

Contractor’s Bid in Response to Request for Proposal #2020-027 Proposal Submission Date <<insert date>> Titled <<insert title>>

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 _____ and shall terminate on _____, unless terminated earlier as provided in this Contract with option for **<<enter renewals as appropriate>>** upon the parties' mutual written 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.
4. **Termination:** The agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** Glenn Taylor 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:

<<INSTRUCTIONS – Respondent to supply information noted below for submission >>

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

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** – Insurance Requirements
- E. **Rider C** – University of Maine System Standards for Safeguarding Information
- F. **Rider D** – Services Engagement Form
- G. **Rider E** – Implementation Plan and Timeline
- H. **Rider F** – Contractor’s Service Level Agreement to Support the University
- I. **Contract Amendments** as required
- J. **Request for Proposal #2020-027** Issue Date 3/6/2020 Titled University of Maine Food and Paper Purchases
- K. **Contractor’s Bid in Response to Request for Proposal #2020-027** Proposal Submission Date <<insert date>> Titled <<insert title>>

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:

FOR THE CONTRACTOR:

BY: _____

LEGAL NAME: _____

(signature)

BY: _____

(signature)

Name: _____

Name: _____

(print or type)

(print or type)

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Fax: _____

Telephone: _____

Date: _____

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: _____

BY: _____

Title: _____

Title: _____

Chief Procurement Officer or designee

Chief Financial/Business Officer or designee

Date: _____

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 of Maine System, acting through the University of Maine and its Auxiliary Services, is seeking proposals from experienced and qualified vendors to provide groceries, bakery, dairy (milk and cream), meat and poultry, paper goods, fresh and frozen fish products and produce, fresh and prepared. This RFP specifically pertains to purchases for the Orono campus.

PRODUCT SCOPE OF WORK:

<< INSTRUCTIONS - Respondent to provide product/service scope of work description as part of their 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. **Accessibility:** If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. the Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of "Section 508 of the Rehabilitation Act of 1973" as amended as of the date of this agreement, and the "[Web Content Accessibility Guidelines \(WCAG\) 2.0](http://www.w3.org)" published by www.w3.org.

If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., the Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and vendor further agrees to indemnify and hold harmless the University of Maine campuses and system or any

university entity using the Contractor's products or services from any claim arising out of its failure to comply with the aforesaid requirements.

The University, at its discretion, may at any time test the vendor's products or services covered by this agreement to ensure compliance with Section 508 and WCAG 2.0. Testing that results in findings of non-compliance, shall result in a 25% reduction in the total cost of the products and/or services covered by this agreement if the non-compliance is not corrected within 30 days of being reported to the vendor in writing. All withheld amounts will be paid to the vendor upon correction of the non-compliance and acceptance by the University. Said acceptance not to be unreasonably withheld.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and a pro-rated refund of fees paid from the University for the remainder of original contract period.

4. **Standards for Safeguarding Information:** The Contractor is expected to comply with these standards as outlined in *Rider C - University of Maine System Standards for Safeguarding Information*. Should the Contractor fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate this agreement. The University will be entitled to receive a prorated refund measured from the effective date of the termination.
5. **Environment Compliance:** In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.

**RIDER A-1
PRICING**

<< INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations. No action needed for Respondent as part of their submission. >>

RIDER B INSURANCE REQUIREMENTS

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
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

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

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

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

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

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

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

RIDER C
UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION

This Attachment addresses the Contractor's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. (infosecurity.maine.edu)

Compliant Data is defined as data that the University needs to protect in accordance with statute, contract, law or agreement. Examples include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Maine Notice of Risk to Personal Data Act, and the Payment Card Industry Data Security Standards (PCI-DSS).

Business Sensitive Information is defined as data which is not subject to statutory or contractual obligations but where the compromise or exposure of the information could result in damage or loss to the University.

1. Standards for Safeguarding Information: The Contractor agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Contractor on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.
 - A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Driver's License and Social Security numbers, in both paper and electronic format.
 - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
 - C. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.
 - D. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS guidelines.
 - E. If information pertaining to protected "Customer Financial Information" is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.
3. Return or Destruction of Compliant or Business Sensitive Information:
 - A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of

- any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.
- B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
 - C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.
4. Term and Termination:
- A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement
5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.
6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.
7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
8. Contractor shall not amend or replace University-owned hardware, software or data without prior authorization of the University.
9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor

in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:

- Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
- Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.

11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.

12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following clauses apply.

- A. Contractor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
- B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
- C. Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
- D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
- E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
- F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
- G. Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
- H. Contractor shall require strong passwords for any user accessing personally identifiable information or data covered under law, regulation, or standard such as HIPAA, FERPA, or PCI. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.

13. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

RIDER D
SERVICES ENGAGEMENT FORM
Services Engagement to Agreement for Services

This Services Engagement is entered into as of the date written below between _____ (“Contractor”) and _____ (“Institution”).

This Services Engagement shall be governed by the terms and conditions of the Master Agreement for Services dated _____ by and between _____ (“Contractor”) and the University of Maine System, and is incorporated herein by reference.

This Services Engagement describes the Services to be provided by _____ (“Contractor”) and the fees associated with such Services.

INSTITUTION REPRESENTATIVE & PROJECT MANAGER:

CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:

SCOPE OF WORK:

TERM:

The term of this Work Order will be from _____ to _____.

Installation of the _____ shall be Substantially Complete on or before _____ subject to adjustments mutually agreed to by the parties.

PRICE:

SIGNATURES:

Institution

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____

Chief Information Officer approval is required of any University of Maine System information technology service engagements.

BY: _____

Title: _____

Chief Information Officer or designee

Date: _____

Appendix E – Evaluation Question(s) – Master Agreement

This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in Section 1.2 of the RFP, with more detail in Appendix D. Please indicate your acceptance for each special term by checking the “Agreed” box and initialing.

Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in Section 2.1.1.

1.1 Terms and Conditions of Agreement

As a result, of this RFP process, it is our expectation that an Agreement will be established between University and one or more of the Contractors. The Agreement will incorporate the relevant terms and conditions of this RFP and Contractor’s proposal (scope of work, pricing, service level agreement, warranty, implementation plan).

Upon award each successful Agreement or will sign a Master Agreement (Appendix D) with the University to sell goods and/or services. The Agreement will incorporate all the terms and conditions, pricing, specifications, and requirements of the RFP.

No representation is made that any quantities will be purchased or that services will be utilized.

Agreed _____
Initial

1.2 Agree to term other than what is specified or automatic renewals for term(s) greater than month-to-month.

Appendix D - 2. Term

The Agreement term will be for five (5) years. Exercise of any renewal option will require parties’ mutual written agreement.

Agreed _____
Initial

1.3 Agree to termination language other than what is provided in Appendix D, Section 4, 5, and 6.

Appendix D - 4. Termination: The Agreement or a Services Engagement (Rider D) 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 affected by delivery to the Agreement or 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 Agreement or shall not be reimbursed for any costs incurred after the effective date of termination.

Agreed _____
Initial

Appendix D - 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 Agreement or for all services performed to the effective date of termination subject to offset of sums owed by the Agreement or to the University.

Agreed _____
Initial

Appendix D - 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.

Agreed _____
Initial

1.4 Permit an entity to change unilaterally any term or condition once the Agreement is signed;

Appendix D - 8. Modification:

This Agreement may be modified or amended only in a writing signed by both parties.

Agreed _____
Initial

1.5 Apply the law of a state other than Maine;

Appendix D - 10. Applicable Law:

This Agreement shall be governed and interpreted according to the laws of the State of Maine

Agreed _____
Initial

1.6 Provide any defense, hold harmless or indemnity;

Appendix D - 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

Agreed _____
Initial

1.7 Waive any statutory or constitutional immunity;

Agreed _____
Initial

1.8 Pay attorneys' fees, costs, expenses or liquidated damages;

Agreed _____
Initial

1.9 Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement .

Appendix D - 17. Entire Agreement:

This Agreement 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 Agreement is the entire agreement between the University (including University's employees and other End Users) and Agreement or. In the event that Agreement or 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 Agreement 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 Agreement. Agreement or may not unilaterally change any term or condition of this Agreement.

Agreed _____
Initial

1.10 Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;

Appendix D - 21. Confidentiality:

The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

Agreed _____
Initial

1.11 Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.

Agreed _____
Initial

1.12 Add any entity as an additional insured to UMS policies of insurance.

Agreed _____
Initial

Appendix F – 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). We prefer one or more references to be a higher education institution.

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	

Appendix G – 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.

Organizational, Qualifications and Experience - Evaluation Question(s)

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. 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.
3. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.
4. The Respondent shall provide résumés for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of this document. Résumés shall include education, experience, license, and/or certifications of each individual.
5. 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.
6. Provide a statement that notes your acceptance to the conditions stated in Section 1.2 and Appendix A of the RFP regarding the University of Maine System, Contract for Services or note your non-acceptance to the stated conditions. For full acceptance please include a statement here to the effect as part of your response. For partial acceptance please provide the clause number and name for the exceptions and note your understanding that finalists will be required to provide marked up language acceptance as part of your response for full evaluation of this requirement, lack of providing the required response will result in a zero (0) score for the Contract for Services evaluation criteria in Section 2.1.1.

Appendix H – Evaluation Question(s) – General, Implementation, Training and Support

Respondent's Organization Name: _____

All responses to the questions will reflect what is offered as part of the Respondent's proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

Evaluation Question(s) – General Requirement Questions

1. 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. In addition to addressing the specific questions below, include in your response what challenges do higher education organizations face in this area how would your solution support our goals?
2. In the event of an emergency (such as blizzard, power outage, act of God), how do you ensure there will be no or minimal disruption of service to the University? Please describe your emergency plan in such an event.

Evaluation Question(s) – Implementation Questions

1. Describe your recommended implementation strategy, best practice consulting options, and professional services. The University of Maine System requires the review of consultant's credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.
2. Describe the steps your firm will take to understand the business model and functional needs of the client and ensure that during the configuration and implementation process the product will be applied for optimal performance and satisfaction.
3. It is expected that the Respondent will assign a Project Manager who will have responsibility for its implementation team, and who will partner with the University's Project Manager.
 - a. Describe your project management approach.
 - b. What project management tools do you use?
 - c. Describe the project management offered as part of a standard implementation.
 - d. List the typical Account Management qualifications held by the Account Manager(s) that would be assigned to this engagement.
4. Indicate your timeline from implementation start to "go live" date. Provide task lists and timelines for a standard implementation. A sample project plan would be helpful.
5. Outline the staffing and composition of the implementation team.
 - a. Include University staff and roles, Respondent staff and roles, and proposed hours required for successful implementation.
 - b. Indicate the time commitment to implement this solution including functional and technical resources within the University.
 - c. Describe the skill set required for the staff person responsible for configuration and implementation before and after "go-live".

Evaluation Question(s) – Training Questions

1. Describe the standard training included to acclimate University purchasing team with your ordering system.
2. Are there any particular user areas where special or unusual training is required? If yes, please describe.
3. Do you offer any professional development training? If yes, please describe.

Evaluation Question(s) – Support Questions

1. Supply your firm’s mission statement or policy regarding customer satisfaction and support.
2. Explain what type of documentation, or help system, is included with this solution. Describe all documentation available online to IT support staff.
3. What is the process for an emergency, e.g. system down, from notification through resolution?
4. What services or events do you offer clients to maximize product knowledge, industry trends, and opportunities in the marketplace?
5. Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned an account manager? What expertise would that person have to support our needs? What is the ongoing relationship between the account manager, support, and the product developers?

Appendix H2 – Local Items Requirement Matrix

The University of Maine has a commitment to purchasing local food items (as defined in section 1.1.5 of the scope of work section above). For each of the items that you have submitted as a part of your response, check either Yes, Replacement, or No, in the excel document titled “RFP 2020-027 Appendix H2 Local Items Requirement Matrix”.

- **YES** - This response indicates the item the Respondent is proposing is an exact match to the item listed (1 point)
- **REPLACEMENT** – This response indicates the Respondents’ item meets the University’s definition of local but is not the exact item listed (1 point upon confirmation that the item meets the University’s definition to be considered local)
- **NO** – This response indicates the Respondents’ cannot offer the listed local item or a comparable local item (0 points)

Your submission of this form must include an **MS Excel Version** of this document for ease of evaluation. For a copy of the excel version of Appendix H(a) contact the Proposal Contact identified on the cover page of this document.