



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR PROPOSALS**

**PILOT SCALE WEB COATER  
FOR THE  
UNIVERSITY OF MAINE**

**RFP # 06-10**

ISSUE DATE:  
September 1, 2009

PROPOSALS MUST BE RECEIVED BY:  
September 22, 2009

DELIVER PROPOSALS TO:

University of Maine System  
Office of Strategic Procurement  
Attn: Hal Wells  
16 Central Street  
Bangor, ME 04401

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine, is seeking proposals for the provision of an offline pilot scale web coater with laminating capabilities.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The University of Maine Process Development Center is seeking a pilot scale web coater with laminating capabilities for use as a research and development tool in the Pulp and Paper Pilot Plant. The coater will be used in conjunction with a 12-inch Beloit paper machine. Start-up assistance and comprehensive operator training will be required with the delivery of the web coater.
- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to price, references, prior experience with pilot scale coaters, options for future upgrades, flexibility to handle multiple coating methods, and ability to meet specifications.
- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401  
(207) 973-3302  
hcwells@maine.edu

- 1.6 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be

awarded to that bidder without further action.

- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment: Submission of a signed proposal 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.
- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #06-10

- 1.14 Proposal Submission: A **SIGNED** original and two (2) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Tuesday, September 22, 2009**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit

proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP #

- 1.15 Sustainability and Green Campus Initiatives: The University recognizes its responsibility to foster stewardship of natural resources and to promote environmental citizenship through its purchasing decisions. Where possible, all materials submitted in response to this RFP shall be fully recyclable. Proposals shall be two-sided 8 ½ x 11 recycled paper and clipped together without binding.

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

End Section One

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.4 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.5 **Contract Administration:** Richard Guthrie, University of Maine Purchasing Department or his designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.6 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.7 **Equal Opportunity:** In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.8 **Indemnification:** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.9 **Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific

guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

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

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

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:

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

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

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

University of Maine System  
16 Central Street  
Bangor, Maine 04401

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

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

- 2.11 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.12 Transportation Charges: Quotations must be F.O.B. Destination. Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete delivery.

- 2.13 Payment: Payment will be upon submittal of an invoice to the address listed on the Purchase Order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. When possible the University prefers to pay by credit card (VISA).
- 2.14 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Public Safety Parking Office at 581-4047.
- 2.15 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.
- Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the University's Director of Equal Opportunity, North Stevens Hall, (207)581-1226.
- 2.16 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 compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.17 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required start-up and training services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2.18 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.

END SECTION TWO

## SECTION THREE

### 3.0 SPECIFICATIONS

#### 3.1 Equipment Specifications:

- Must be able to coat an 11" wide paper web. Wider is acceptable.
  - Variable operating speeds. Preferred range is 10-100 fpm but can go up to 300 fpm.
  - Must have primary unwind for paper, secondary unwind for laminate and primary rewind.
  - Unwind and rewind shafts must accept standard 3" cores
  - Pneumatic brakes for draw control
  - Electrical heated dryer with air impingement nozzles
  - Static elimination system
  - Capable of trailing blade or doctor blade coating
  - Laminator:
    1. Should have heatable steel roll and rubber roll nip
    2. Oil or electric heater for laminating unit
  - Coating methods required:
    1. Mayer rod coating with 12 wire sizes for varying coat weights
    2. Three roll coating for the following methods:
      - a. Direct gravure (forward or reverse)
      - b. Offset gravure
      - c. Smooth roll transfer
  - Equipment to include:
    1. Three gravure cylinders (etched pattern TBD)
    2. Two rubbers rolls
    3. One chrome roll
  - Should have E-stops at control panel and at coater and laminator if control panel is out of reach of these areas
  - Optional equipment should be available for future purchases such as:
    1. Slot die coating module
    2. Corona treatment
    3. UV curing system
- 3.2 Start-up Assistance and Operator Training: A detailed start-up and training plan is required including but not limited to equipment delivery, staffing resources for start-up support, training and system testing.
- 3.3 Warranty: The equipment shall be fully guaranteed against defects for a minimum of two (2) years following date of acceptance.
- 3.4 Acceptance Tests: The University reserves the right to conduct any test/inspection it may deem advisable to assure equipment shall conform to specifications. Failure to satisfy acceptance testing may result in rejection of the equipment with no financial obligation incurred by the University. Latent defects may result in revocation of acceptance.
- 3.5 Contractor shall provide complete equipment documentation including technical specifications, maintenance schedules, parts lists and user manuals.

End Section Three



SECTION FOUR  
PROPOSAL FORM

Name of Bidder (Company): \_\_\_\_\_

4.1 Provide cost of equipment as specified

Pilot Scale Web Coater \$ \_\_\_\_\_  
Including all transportation charges,  
start-up assistance and operator training

4.2 Delivery date after receipt of order: \_\_\_\_\_

4.3 Payment terms: \_\_\_\_\_

4.4 Can payment be accepted via credit card? Yes \_\_\_\_\_ No \_\_\_\_\_

4.5 If payment by credit card is accepted and an early payment discount is offered, would the University receive the discount if paying by credit card?  
Yes \_\_\_\_\_ No \_\_\_\_\_

4.6 Provide plan for start-up assistance and operator training.

4.7 Provide information regarding ongoing support and supplemental training resources.

4.8 Provide list of optional equipment.

4.9 Provide warranty information.

4.10 References: A list of three references is required to be submitted with the proposal. References shall be institutions or organizations for which the bidder has provided comparable equipment for research and development projects similar to the University's requirements.

4.11 Business Profile:

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

4.11.2 Submit any available information about the company's sustainability and environmental protection programs.

4.12 A completed Signature Page must be submitted with responses.

End Section Four

SIGNATURE PAGE

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

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

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

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

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

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

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

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