



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

<b>REQUEST FOR BIDS</b>
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**TRASH CAN LINERS  
UNIVERSITY OF MAINE**

**RFB # 09-08**

ISSUE DATE:  
December 4, 2007

BIDS MUST BE RECEIVED BY:  
December 27, 2007, 2:00 pm

**DELIVER BIDS 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 bids for trash can liners as described below.
- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Each firm responding to this Request for Bids (RFB) 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's Central Warehouse stocks can liners for distribution to campus locations. The Contractor will supply trash can liners to the Warehouse to meet its inventory requirements. Usage quantities (shown at 3.1 and 3.2) are for the most recent calendar year period and are approximate totals.
- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met. However, consideration will be given to environmentally friendly or sustainable products (see 4.5 below) and delivery.
- 1.5 Alternates: Unless otherwise provided for in this solicitation, the name of a certain resin does not restrict bidders to the specific resin named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an "equal" or "alternate" product, such bid will be considered to offer the brand name products referenced in the solicitation.
- 1.6 Award: It is the intent of the University to award this bid all to one vendor. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When tie bids are both in-state or both out-of-state, the award will be made to the bid that arrives **first** at the Office of Strategic Procurement.
- 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 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. 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

- 1.9 Submission: A **SIGNED** original and four (4) copies of the bid must be received at the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope no later than **2:00 P.M. local time, Thursday, December 27, 2007**, for a public opening. The bid must be time and date stamped by the Office of Strategic Procurement in order to be considered. Bidders are strongly encouraged to submit bids in advance of the due date/time to avoid the possibility of missing the 2:00 p.m. deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.**
- 1.10 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:
- From \_\_\_\_\_  
Name Due Date Time Bid No.
- 1.11 Bid Understanding: By submitting a bid, 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 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.13 Debarment: Submission of a signed bid 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.
- 1.14 Bid Validity: Unless specified otherwise, all bids shall be valid for ninety (90) days from the due date of the bid.
- 1.15 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **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 Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Term:** The Contract term shall be for a period of one (1) year commencing upon the issuance of a standing purchase order. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.4 **Contract Administration:** The University of Maine's Purchasing Department or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.5 **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.
- 2.6 **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.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide can liners to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within ten (10) days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 **Quantities:** The quantities shown on the bid form are approximate only. 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.
- 2.9 **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.

- 2.10 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.
- 2.11 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, 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.
- 2.12 Payments: Payment will be upon submittal of an invoice to the Purchasing Department by the Contractor on a Net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.

### SECTION THREE

#### 3.0 SPECIFICATIONS:

- 3.1 High Density Polyethylene: High density polyethylene can liners shall be a minimum thickness of 6 microns. Case weight shall be based on the following formula:

Length x Width x Gauge (microns) /14.5 / 25.4 /1000 bags per case = net lbs/case

Size	Color	Estimated Usage	Quantity/Case
24" x 33"	Clear	310	1000

- 3.2 Low Density Polyethylene: Low density polyethylene can liners shall be a minimum thickness of 1.25 mils. Case weight of low density polyethylene liners shall be based on the following formula:

Length x Width x Gauge (mils) /15 /1000 x bags per case = net lbs per case

Size	Color	Estimated Usage	Quantity/Case
40" x 46"	Clear	610	100
40" x 46"	Black	1010	100
38" x 60"	Black	1020	100

- 3.3 Seals: Bags may be constructed with any type of seal. Seals must be leak proof and shall meet or exceed the load, capacity and physical properties as described in the product information.
- 3.4 Twist Ties: Twist Ties are not required.

## SECTION FOUR

### 4.0 SUBMISSION REQUIREMENTS:

- 4.1 The bid shall be in the form of a firm price for each line item for one (1) year.
- 4.2 The bid price shall include charges such as packaging, shipping, insurance, and all other costs necessary for F.O.B. destination delivery. Charges not specified in the bid will not be honored.
- 4.3 Product Information: Bidders shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the University of Maine to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.
- 4.4 Samples: Four (4) samples must be provided for each item quoted on the bid form. Please do not send more than four samples of each item. Each sample must be clearly marked with the bidder's name and corresponding bid item number. Samples submitted as an equal substitute or alternate must be marked as alternates and must comply with instructions for alternate specifications in Section 1.5. Samples will not be returned.
- 4.5 Environmentally Preferred Purchasing: The University recognizes its responsibility to foster stewardship of our natural resources and to promote environmental citizenship through its purchasing decisions when practicable. Please offer any environmentally friendly or sustainable alternatives that are available for trash can liners and supply all relevant information about the alternatives. Include post-consumer waste content or waste avoidance information.

- 4.6 Bid Form: Complete the bid form provided. Usage quantities shown at 3.1 and 3.2 are for the most recent calendar year period and are approximate totals.

Description	Gauge/ Thickness (Microns/ Mils)	Case Count	Case Weight	Price/Case	% Post Consumer Recycled Content
24" x 33" High D Clear					
40" x 46" Low D Clear					
40" x 46" Low D Black					
38" x 60" Low D Black					

4.7 Normal Lead Time after receipt of order: \_\_\_\_\_

4.8 Payment Discount Terms if available: \_\_\_\_\_

4.9 References: Provide a reference list of three clients that includes the company's name, contact name, title, telephone number and start date of the contract. Clients and products provided under the contracts shall be of similar size and scope as the requirements specified herein.

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

ADDRESS: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(EMAIL)

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