

OFFICE OF STRATEGIC PROCUREMENT
UNIVERSITY OF MAINE SYSTEM
16 CENTRAL STREET
BANGOR, MAINE 04401

**REQUEST FOR BID FOR
CLASSROOM FURNITURE & EQUIPMENT
FOR THE UNIVERSITY OF MAINE AT FARMINGTON**

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through The University of Maine at Farmington, is seeking proposals for the provision of Classroom furniture and equipment.

This Request for Bid (RFB) states the instructions for submitting bids, 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(s).

- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." The University of Maine at Farmington will be referred to as UMF. Respondents to the RFB shall be referred to as "Bidders." The Bidder(s) to whom the contract(s) are awarded shall be referred to as the "Contractor(s)."
- 1.3 Scope: Products purchased as a result of this RFB will furnish the College of Education, Health & Rehabilitation building, which is currently under construction at the UMF campus in Farmington Maine. (www.umf.maine.edu). Delivery and installation must be complete by December 22, 2006, provided current construction schedules do not change. (See section 2.13 regarding construction schedules)
- 1.4 Evaluation: Award will be made to the low bidder provided that all other requirements are satisfactorily met. However, consideration will be given to delivery, references, warranty, and desirability of substitute product.
- 1.5 Substitute Product: The items specified in this RFB were specified to achieve the design aesthetics and quality desired for the project. Unless otherwise provided for in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. **Bidders wishing to bid substitute product must receive approval prior to submitting a bid. Substitute requests should be sent to PDT Architects no later than Friday August 11, 2006. Include sufficient descriptive literature, catalog cuts, technical construction detail, and warranty information.** Requests for approval of substitutes will be evaluated for design/quality appropriateness and may be approved or refused on this basis.

Requests for Substitute Product must be sent to:

Suzanne W. Morin, Interior Designer
PDT Architects
49 Dartmouth Street
Portland ME 04101
Tel: 207-775-1059 ext 349
Fax: 207-775-2694
E-Mail: morin@pdtarchs.com

Any approved substitute should be clearly identified on the "Bid Submittal Form".

- 1.6 Bid Response: Bids must be provided using the attached "Bid Submittal" forms. Bidders may choose to bid all or any one or more schedules, however each schedule must be complete. Bids on incomplete schedules will not be considered.
- 1.7 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. The University will not be bound by oral responses to inquiries or written responses other than addenda. **Approvals/denials for substitute product will not be sent to all bidders.**

Inquiries must be made to: Anne-Marie Nadeau
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3308

- 1.8 The University reserves the right to award this bid on a schedule by schedule basis, multiple schedules, or all to one bidder, whichever the University deems to be in its best interest, price and other factors considered. 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 in-state or out-of-state, the award will be made to the bid that arrives **first** at the University of Maine System.
- 1.9 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 to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.11 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.
- 1.12 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.
- 1.13 Site Evaluation: Bidders may visit the job site by making an appointment to do so with PDT Architects. No bidder may enter the building premises without making prior arrangements with the Architect/Designer. (see section 1.5 for contact information)
- 1.14 Bid Validity: Unless specified otherwise, all bids shall be valid for 60 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.

- 1.16 Bid Envelope: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in an envelope or package, sealed and identified as follows:

From _____
Name Due Date Time Bid No.

- 1.17 Submission: A signed original plus 3 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 by **2:00 P.M., Tuesday, August 29, 2006** or a public opening. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 2:00 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. Bids must be date and time stamped by the University on time to be considered. In the event that the University is closed due to inclement weather at the time that a bid is due, the bid will be opened at the same time on the next day that the University is open. Bidders may wish to call 207-973-3298 if the weather is bad, to learn if the University has closed. 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 BIDS OR E-MAIL BIDS WILL NOT BE ACCEPTED.**
- 1.18 Tax Exempt: The University is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote **and shall be reimbursed less these taxes.** Upon application, exemption certificates will be furnished when required. The University is exempt from the payment of Maine State Sales and Uses Taxes. The Contractor and subcontractors shall quote **and shall be reimbursed less these taxes** for materials permanently installed as part of the completion of the project.

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 Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 Quantities: Upon final evaluation of pricing, the University may increase the quantity of some items. In those instances the Contractor will be allowed to adjust freight charges as may be necessary.
- 2.4 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.
- 2.5 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 Robert Lawrence, (207) 778-7009.
- 2.6 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. 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.

- 2.7 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.
- 2.8 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.
- 2.9 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 Affirmative Action/Equal Opportunity Officer, Valerie Huebner, University of Maine at Farmington, 86 Main Street, Farmington, ME 04938, 207-778-7258.
- 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. Automobile 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)

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:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

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 Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

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

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.11 Smoking Policy: The University of Maine System must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University of Maine System 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.
- 2.12 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the University of Maine at Farmington, by the Contractor on a net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.
- 2.13 Furnish and Install: The items on this bid will be provided on a Contractor furnish and install basis and elevator access to all floors will be available. The Contractor will have the complete responsibility for the items or system until it is in place and working. **Any special installation requirements** will be submitted with the bid to the University. All transportation and installation arrangements will be the responsibility of the Contractor. Equipment will be delivered directly to the installation site (University of Maine at Farmington, Farmington ME 04938). All crating and other debris **must** be removed from the premises. The Contractor will be solely responsible for correcting damage to premises resulting from the installation process.

Construction progress schedules indicate that the building shall be available to begin installation on **December 4, 2006**. Contractor(s) shall incorporate the aforementioned date in all estimates, bids and other phases of their contracts. Updated construction progress information and revised construction schedules will be forwarded as they become known. Contractor(s) shall cooperate in all ways and endeavors to adjust their schedule to variations that may occur in the building construction schedule.

- 2.14 **Time is of the Essence:** All work, including the successful conclusion of final acceptance, shall be completed by **December 22, 2006**. It is understood and agreed by the Contractor that time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in this document. In the event these specified supplies, services, materials or equipment are not delivered by the date specified, there will be deducted 1% of the bid amount per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by acts of God, civil or military catastrophes, transportation delays, inability to obtain materials or parts from suppliers, or other force majeure beyond the Contractor's reasonable control, an extension of time as the University deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the Contractor, the University may extend the time for performance of the contract or delivery of goods herein specified, at its sole discretion, for good cause shown.

The Contractor(s) also agrees to provide temporary furnishings for the period of time during which any item(s) may be delayed should the delay cause the University to suffer inconvenience and financial loss. Temporary furnishings shall be equivalent in functional terms to those purchased by the University.

Delivery schedules shall be coordinated between the Contractor(s) and UMF. The contact person for UMF shall Robert Lawrence, (207) 778-7009.

- 2.15 Order Status Information: A monthly status/tracking report will be required from the Contractor(s). Evidence of the manufacturer's scheduled ship dates must be submitted to the University on a timely basis. Please submit a sample report with your bid.

3.0 SPECIFICATIONS & BID SUBMITTAL FORM:

For your convenience we are including website links to the manufacturers specified. Please contact the manufacturer directly if more detailed construction specifications are needed.

3.1 SCHEDULE ONE – BERCO:

www.bercoinc.com

See attached Schedule 1

*Linoleum Top materials are a Forbo Manufacturing product: forbolinoleumna.com

3.2 SCHEDULE TWO – DIVERSIFIED WOODCRAFTS INC:

www.diversifiedwoodcrafts.com

See attached Schedule 2

3.3 SCHEDULE THREE – IZZY DESIGN:

<http://www.izzydesign.com/Brix?pageID=1>

See attached Schedule 3

3.4 SCHEDULE FOUR – J PERSING

<http://www.jpersing.com/index.html>

See attached Schedule 4

*Linoleum Top materials are a Forbo Manufacturing product: forbolinoleumna.com

3.5 SCHEDULE FIVE – PETER PEPPER

<http://www.peterpepper.com/>

See attached Schedule 5

3.6 SCHEDULE SIX – SIS-USA, INC:

<http://www.sis-usa-inc.com/>

See attached Schedule 6

3.7 SCHEDULE SEVEN – V/S-MOEBEL

<http://www.vs-moebel.de/index.php?lang=EN&vorg=844&seite=851>

See attached Schedule 7