

OFFICE OF STRATEGIC PROCUREMENT  
16 CENTRAL STREET  
BANGOR ME 04401

**EQUIPMENT BID FOR  
ONE HIGH PRODUCTION DISHWASHING MACHINE  
FOR THE UNIVERSITY OF MAINE**

1.0 GENERAL INFORMATION

- 1.1 The University of Maine System, acting for The University of Maine, is seeking quotes for equipment as shown below.

For ease of reference, The University of Maine will hereinafter be referred to as the *University*, respondents to the bid will be referred to as *bidders*, and the selected bidder shall be referred to as the *Contractor*.

- 1.2 Purpose: To obtain one new Champion model **UC-CW8-WS** upright conveyor water saver dishwashing machine with automatic tank fill, chemical dispensing connections provisions, common water, drain and electric connection, door safety switch, low water tank heat protection and rinse saver; or equal.

This unit will replace an existing 21' X 32" upright conveyor dishwasher with new 21' dishwasher for the York Commons kitchen. The new machine must fit the original footprint, especially in length and it must easily match the existing drains and vent. A diagram showing the drain, vents and steam connection is attached.

- 1.3 Alternates: 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. 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 of Maine 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" product, such bid will be considered to offer the brand name products referenced in the solicitation. Alternates will not be considered due to size and rough-in restrictions.
- 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 delivery.
- 1.5 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 in-state or out-of-state, the award will be made to the bid that arrives **first** at the University of Maine System.

- 1.6 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 award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 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.
- 1.8 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. 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 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.

- 1.10 Submission: A signed original plus one copy 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, **Tuesday 2:00 P.M., October 24, 2006** for 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.**

- 1.11 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.12 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 bid 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, RFB #\_\_\_\_\_

- 1.13 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.
- 1.14 Site Visit / Inspection: Bidders are encouraged to perform a site visit / inspection prior to submitting their bid. Bidders wishing to visit the site must contact Larry Violette (207) 581-4577 to arrange a mutually agreeable date/time for their visit.

## 2.0 TERMS AND CONDITIONS

- 2.1 On-Site Inspection Prior to Ordering Equipment: Contractor will be required to do on-site inspection with University personnel to assist in final ordering process.
- 2.2 Time is of the Essence: It is the University's intent to award this contract on or about November 1, 2006. **Equipment must be on-site and available for installation not later than Tuesday, January 2, 2007.** 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.
- 2.3 Acceptance Tests: The acceptance tests required to demonstrate that performance specifications can be met must be carried out in exacting accordance with the capabilities as described in the user and technical documentation/operation manuals(s) delivered with the equipment or submitted with the bid response. Failure to satisfy this acceptance test may result in rejection of the equipment with no financial obligation incurred by the University.

- 2.4 Manuals: The Contractor shall provide with the dishwasher one (1) set of operation, programming and maintenance manuals.
- 2.5 Condition and Care of Property and Protection of the Work: The Contractor shall continuously maintain adequate protection of all work covered by the Contract from damage or loss and shall protect the property from injury or loss arising in connection with this Contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- 2.6 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 deliver and set in place on an F.O.B. Destination basis.
- 2.7 Delivery Notification: The University shall be notified twenty-four (24) hours prior to delivery so that personnel may be available to allow access to the building and verify items received. Notification shall be made to Larry Violette (207) 581-4577
- 2.8 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.
- 2.9 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. Invoice must include the purchase order number.
- 2.10 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.
- 2.11 Warranty: All parts and labor shall be fully guaranteed against defects for a period of one (1) year following on-site acceptance.
- 2.12 The University will:
- Provide appropriate trades people to disconnect the old machine and connect the new machine
  - Be responsible for removal and disposal of the existing machine
- 2.13 The Contractor will:
- Be responsible for delivery, set in place and assembly of the new machine
  - Provide supervision of assembly
- 2.14 Delivery: **Must be available for installation not later than Tuesday, January 2, 2007**

### 3.0 SPECIFICATIONS:

- 3.1 One new Champion model **UC-CW8-WS, or equal**, upright conveyor water saver dishwashing machine with automatic tank fill, chemical dispensing connections

provisions, common water, drain and electric connection, door safety switch, low water tank heat protection and rinse saver with the following configuration / options.

**Configuration**

- Voltage: 208/60/3
- Direction of Operation: Right to Left
- Tank Heat: Steam Coil
- Installed 6" in front of column and face into the room
- Vent connections to be located on load and unload ends
- 225 gallons per hour maximum water usage
- NSF rating of 14,245 dishes per hour
- Conveyor speed 11 ft./min.
- Doors face into the room

**Options**

- 40 degree rise Steam Booster
- Standard 29" wide peg belt with upper cross rods every row
- Start/stop station, unload end

- 3.2 This unit will replace an existing 21' upright conveyer dishwasher with a new 21' X 34" dishwasher. In order to minimize the time and work required for installation, the new machine must fit the original footprint, especially in length and it must easily match the existing drains and vent. A diagram showing the drain, vents and steam connection is attached.

**4.0 SUBMISSION REQUIREMENTS**

- 4.1 Facility Requirements: Special conditions essential to the equipment area must be specified. Appropriate modifications to the area will be the responsibility of the University. Indicate the physical dimension and weight of the largest piece. Floor load requirement must also be indicated.
- 4.2 Lead Time: State the number of days to delivery after receipt of the order.  
Note: must be available to install by Tuesday, January 2, 2007
- 4.3 Training: Pricing must include complete training for University personnel. Describe the training included in the price.
- 4.4 Start-up assistance: Contractor will provide start-up assistance
- 4.5 Warranty: Provide warranty information, both on parts and labor, applying to all equipment that may be purchased as a result of this Request for Bid. This would include units/components not manufactured by the seller.
- 4.6 Service Agreement: Provide the annual cost of a service agreement beyond the warranty period and the names of service representatives who would service this account.

Enclose a copy of your standard service agreement with your response.

- 4.7 References: A list of three references is required to be submitted with your quotation. These references should be agencies your firm has done business with in the past

year **on projects with a similar scope to this one**. Provide company names with contact person and telephone number.

5.0 PRICE QUOTATION: One new Champion model **UC-CW8-WS** or equal with the configuration / options and meeting the terms and conditions / specifications provided above.

**MODEL** \_\_\_\_\_

**COST** \$ \_\_\_\_\_

**BID SUBMITTED BY:**

\_\_\_\_\_  
**Company Name (please print)**

\_\_\_\_\_  
**Authorized Representative (print name)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**E-Mail**