



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

**REQUEST FOR BIDS**

**Color Laser Printer**  
**University of Southern Maine**

**RFB # 10-08**

ISSUE DATE:  
December 10, 2007

BIDS MUST BE RECEIVED BY:  
January 9, 2008, 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 Southern Maine is seeking bids for the purchase of a color laser printer as described below.
- 1.2 Definition of Parties: The University of Southern Maine will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Evaluation Criteria: Award will be made to the low bidder (equipment and service) provided that all other requirements are satisfactorily met. However, consideration will be given to service, warranty and delivery.
- 1.4 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 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" product, such bid will be considered to offer the brand name products referenced in the solicitation.
- 1.5 Bidder Qualifications: Bids will be accepted only from companies that are authorized by the manufacturer to supply and service the equipment, make and model, offered and from those companies that have an adequate number of trained service personnel employed.
- 1.6 Award: It is the intent of the University to award this bid all to one bidder. 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 one (1) 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 no later than **2:00 P.M. local time, Wednesday, January 9, 2007**, for a public opening. The bid must be date and time 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 to avoid the possibility of missing the 2:00 pm 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 or demonstrations necessary to the bidding process.
- 1.13 Demonstration of Equipment: The bidder must be able to provide demonstration equipment for evaluation purposes prior to an award.
- 1.14 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.
- 1.15 Bid Validity: Unless specified otherwise, all bids shall be valid for ninety (90) days from the due date of the bid.
- 1.16 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 Administration:** The USM Director of Administrative Services or his/her designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 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 the Contract Administrator.
- 2.6 **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 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.
- 2.7 **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.
- 2.8 **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 **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.
- 2.10 **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.

- 2.11 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:

University of Maine at Southern Maine  
Kathleen Roberts  
Executive Director, Office of Diversity and Equity  
246 Deering Avenue  
Law Bldg.  
207-780-5094  
TTY: 866-783-6461

- 2.12 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<br>(Written on an Occurrence-based form) | \$1,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 2. Automobile Liability<br>(Including Hired & Non-Owned)                 | \$1,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 3. Workers Compensation  | Required for all personnel<br>(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

- 2.13 Smoking Policy: The University of Maine System 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 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.
- 2.14 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the University of Southern Maine's Business Office by the Contractor on a Net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.
- 2.15 Furnish and Install: The items on this bid will be provided on a Contractor furnish and install basis. 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 at 501 Forest Avenue, Portland, ME. 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.
- 2.16 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 manual(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.
- 2.17 Training: The Contractor shall provide training on the day of delivery and installation. Additional training shall be provided as often as required at no additional cost.
- 2.18 Warranty: All materials and equipment shall be fully guaranteed against defects for a minimum of one (1) year following date of acceptance.
- 2.19 Maintenance: Included in the maintenance contract, the Contractor shall provide all supplies, repair parts and consumables with the exception of paper and staples.
- 2.20 Maintenance and Response Times: With respect to the maintenance contract, the Contractor shall provide preventive and remedial maintenance service during normal business hours 8:00 am – 4:00 pm Monday through Friday. For service calls the maximum response time allowed is four normal working hours per call. (Call with one hour, arrive on-site within four hours.)

## SECTION THREE

Bidders shall ensure that all information required herein is submitted with the bid. 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 bid or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

### SPECIFICATIONS AND SUBMISSION:

- 3.1 One (1) new, high volume digital copier or an acceptable alternate, delivered and installed to the University of Southern Maine's Printing Services, as described below. The equipment supplied shall be new, the most current model, U.L. approved and energy star compliant. Equipment used for demonstrations are considered used and are **not** acceptable.
- Base Unit: IKON CPP-650 PRO with,
  - Document Handling Options: IKON DF-609 and,
  - Output Options: IKON FS-607 and,
  - HDD Option: IKON HD-506 and,
  - Controller Option: IKON IC-303 with EFI PRO-80

**Net price WITHOUT trade** delivered and installed: \_\_\_\_\_

Optional trade of a Canon CLC-3200 with total impressions of 777,968, as of December 6, 2007. (Vendors may contact Robert Smith at 207-780-5246 to get additional information about the trade or to make arrangements to see it.)

**Net price WITH trade** delivered and installed: \_\_\_\_\_

Delivery address:  
The University of Southern Maine  
Printing Services  
501 Forest Avenue  
Portland, Maine 04104  
207-780-5245

Delivery Time from Receipt of P.O.: \_\_\_\_\_

3.2 Maintenance: Provide pricing of maintenance agreements as described below, the University will select one. The Contractor shall provide all supplies, repair parts and consumables with the exception of paper and staples.

- Provide service for five years on this equipment with a guaranteed minimum monthly volume of 65,000 B&W images and 12,000 color images with excess charges for volumes above the stated minimums. The University will re-negotiate after five years.

Price: \_\_\_\_\_ per month for five years

Excess: \_\_\_\_\_ click charge for volumes in excess of those described

- Provide service on an annually renewable contract with the same guaranteed minimums and excess charges for volumes above the stated minimums with the first year's contract stated as a base value and annual escalation values for the remaining four years.

Price: \_\_\_\_\_ per month, year one

Price: \_\_\_\_\_ per month, year two

Price: \_\_\_\_\_ per month, year three

Price: \_\_\_\_\_ per month, year four

Price: \_\_\_\_\_ per month, year five

Excess: \_\_\_\_\_ click charge for volumes in excess of those described

3.3 Bidder Certification: Affirm that your company is authorized by the manufacturer to supply and service the equipment, make and model, offered.

3.4 Bidder Experience: Number of years in business.

3.5 Maintenance Capability: Describe your firm's capability to maintain the equipment, e.g. number of trained service personnel employed; the qualifications of the maintenance staff; and their experience with the equipment offered.

3.6 Provide warranty information, both on parts and labor, applying to all equipment that may be purchased as a result of this RFB. This would include units/components not manufactured by the seller.

3.7 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.



**SIGNATURE PAGE**

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

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

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

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

\_\_\_\_\_  
(Email Address)

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