



REQUEST FOR BID NO. 11-07

LINE ARRAY SYSTEM FOR THE UNIVERSITY OF MAINE

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

October 18, 2006

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

REQUEST FOR BIDS: LINE ARRAY SYSTEM

The University of Maine System, acting for the University of Maine, is seeking bids to furnish and install a Class A line array system for the Hutchins Concert Hall in the Maine Center for the Arts (MCA) building. The MCA Hutchins Concert Hall, opened in September 1986, is a 1629 seat theatre serving primarily as venue for the performing arts. Hutchins hosts a wide variety of events, presenting classical and contemporary music, dance, theatre, comedy and lectures. MCA has a strict 95db maximum level. Shows have been approximately 60% speaking, 10% opera and ballet, 10% musicals and 10% concerts ranging from classical to blues.

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*.

1.0 GENERAL INFORMATION:

1.1 Scope

The Contractor shall furnish and install a Class A line array system as itemized in Section 3.0. The system must be acceptable to the majority of productions booked at the MCA. The contracts of several performers in the recent past have specifically rejected Mackie, Peavey and Behringer sound equipment and for this reason, bids for these systems will not be considered. All items must be new, in original boxes, and must convey the manufacturer's full warranty. Installation shall be guaranteed by the Contractor. This is an urgent requirement. The line array system must be delivered and installed **no later than November 30, 2006.**

1.2 Award

The University reserves the right to award an order to the most responsive and responsible bidder for all items including installation. 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 right is reserved 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. If tie bids are all from in state or all from out of state bidders, the order shall be awarded to the bid that arrives **first** at the Office of Strategic Procurement.

1.3 Award Protest

Bidders may appeal the award decision by submitting a written protest to the 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.

1.4 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.

Inquiries must be made to: Kevin Carr
Office of Strategic Procurement
16 Central Street
Bangor, ME 04401
207-973-3307

1.5 Costs of Preparation

Bidders assume all costs of preparation of the bids and any presentations necessary to the bidding process.

1.6 Debarment

Submission of a signed bid in response to this solicitation is certification that the bidder 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.

1.7 Bid Submission

A **signed** original and **three (3)** copies of the bid must be submitted to:

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

in a sealed envelope by **2:00 P.M., Friday November 3, 2006**, to be date stamped and accepted for consideration. Bidders are strongly encouraged to submit responses in advance of the due date to avoid missing the deadline because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University shall not be responsible for delays caused by any package or mail delivery service. A postmark on or before the due date will not substitute for receipt of bids. In the event of suspended University operations, the bid opening will be rescheduled for the next regularly designated business day at the same time and location. Bids received after the deadline 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.

Please submit responses on the bid form provided in Section 4.0. **Faxed, telephone or email bids are not acceptable.**

Bids must be submitted in a sealed envelope clearly marked with the bid number (RFB #11-07) and due date on the outside. Bids shall be valid for a minimum of sixty (60) days.

1.8 Evaluation Criteria

Award will be made to the lowest cost and most responsible bidder provided that all other requirements are satisfactorily met. **Delivery and installation shall be completed no later than November 30, 2006.**

1.9 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 #11-07

1.10 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.

1.11 Contract Documents

If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid 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.

2.0 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 Transportation

Shipments shall be F.O.B. Destination to the Maine Center for the Arts, Orono, Maine 04469-5788. Bid prices must include all charges for transportation including but not limited to, packaging, crates, containers, insurance, and duty and brokerage charges necessary to complete delivery

2.3 Delivery Notification

The University shall be notified 24 hours prior to delivery and installation. Delivery notification shall be made to Jeff Richards at 207-581-3348. Receiving hours are Monday - Friday 8:00 AM – 3:30 PM, holidays excluded.

2.4 Packaging

All shipping containers shall be properly and legibly marked or labeled on the outside with the description of the items and purchase order number. Packing or delivery slips must be provided.

2.5 Tax Exemption

Items furnished to the University are exempt from Maine Sales Tax. Exemption certificates will be provided upon request.

2.6 Payments

Payment terms will be net 30 unless discount terms are offered. Invoices shall be submitted to the Purchasing Department, University of Maine, 5765 Service Building, Orono, ME 04469. Invoices must reference the purchase order number.

2.7 Insurance Requirements

Prior to commencing any work, the Contractor shall provide a Certificate of Insurance with the following coverages:

<u>Insurance Type</u>	<u>Coverage Limit</u>
Commercial General Liability (Written on an occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
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 verifying the required limits shall be filed with:

Office of Strategic Procurement
16 Central Street
Bangor ME 04401

Certificates shall be filed prior to the date of performance under this Agreement and, 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.

2.8 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.

3.0 SPECIFICATIONS

3.1 Equipment Specifications

- 3 or 4-way line array system
- System to be flown with ground stacked subs
- System to have processing and ALL cabling needed to operate
- Each side will have six (6) 20A electrical circuits provided by MCA
- Each side will be suspended with wire rope from (1) one point per side provided by MCA.
- (4) four to (6) six cabinets per side with amplification to cover a 1600-seat theatre.

- (2) two 18" speakers per side with amplification and cabling

MCA will provide front (lip) fills with power and cabling.

Amps and processing are to stay on stage. System will be locked out once installed.

- 3.2 Contractor shall deliver, set up and test the system. Upon completion of the installation and testing, the system must be approved by the Technical Director of the Maine Center for the Arts before payment will be authorized. 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.
- 3.3 Contractor shall be an authorized full service dealer, capable of replacing damaged equipment upon request.
- 3.4 Bidder shall provide all technical specifications about the items to be provided.
- 3.5 Bidder shall provide a complete list of components.

4.0 BID FORM

Please submit this bid form with your response to:

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

Bid Deadline: 2:00 P.M., Friday November 3, 2006

1	Line Array System (technical specifications and a list of components must be provided)			
1	Installation Charges			
	Total Cost			
	Estimated Delivery Time: _____			
	Payment Terms: _____			
	Equipment Warranty Period: _____			
	Installation Warranty Period _____			

Submitted By:

Name of Company _____

Address _____

City, State, Zip _____

Authorized Representative _____
 Print Name

Signature _____

Date: _____

Telephone Number _____

Email _____