

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

REQUEST FOR BID FOR
HON FURNITURE CONTRACT
FOR THE UNIVERSITY OF MAINE SYSTEM

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, is seeking bids to enter into a contract for the provision of Hon furniture.

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.

- 1.2 Definition of Parties: The University of Maine System 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 Scope: It is the University's intent to establish a contract for the full line of Hon furniture. This contract will serve the needs of all locations within the University of Maine System (UMS), including University College Centers & Community Course Sites (Statewide) and State Approving Agency for Veterans Education (Winthrop). For a list of all locations visit the UMS website at www.maine.edu. There is no guarantee that all Hon furniture the University buys during the term of the contract will be purchased from the Contractor however, the University will promote use of the contract to the fullest extent possible, including posting contract information on the UMS website. For informational purposes the University has purchased approximately \$455,000 (retail) worth of Hon furniture in the past 12 months.
- 1.4 Evaluation: Award will be made to the low bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to leadtime, delivery and service capabilities, and references.
- 1.5 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: Anne-Marie Nadeau
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
Phone: (207) 973-3308
Fax: (207) 973-3322
E-Mail: amnadeau@maine.edu

- 1.6 The University intends 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 in-state or out-of-state, the award will be made to the bid that arrives **first** at the University.

- 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 to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.9 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.
- 1.10 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 Bid Validity: Unless specified otherwise, all bids shall be valid for 60 days from the due date of the bid.
- 1.12 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.
- 1.13 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.

- 1.14 Submission: A signed original plus 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 by **2:00 P.M., Thursday, December 28, 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.**

- 1.15 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 Contract Term: The contract term shall be for a period of 3 years commencing upon February 1, 2007. With mutual written agreement of the parties this contract may be extended for 2 additional one-year periods.
- 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 Contract Data: The Contractor is required to provide the University with detailed data concerning the contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, and services rendered.
- 2.6 Cancellation of Contract: The University reserves the right to cancel the contract with thirty (30) days written notice or to cancel contracts **immediately** if the contractor does not conform to the terms and conditions of the contract. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- 2.7 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.
- 2.8 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 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 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. The University encourages the employment of individuals with disabilities.
- 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 System, Sally Dobres, Equal Opportunity Director. (207) 973-3372.

- 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 (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

- 2.13 Indemnification (University): The University agrees to indemnify and hold the Contractor harmless from and against any and all claims, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the Contractor may become liable to pay or defend due to bodily injury or property damage caused by the negligent acts or omissions of the University, arising out of or in connection with the University's performance of its obligations under this Agreement; PROVIDED that any liability of the University under this Agreement shall be limited by the provisions and limitations of the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq.
- 2.14 Indemnification (Contractor): The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University 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.
- 2.15 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.
- 2.16 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on any UMS Campus, must be registered with the Department of Public Safety for that campus. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Public Safety for the campus location where product is to be delivered.

3.0 CONTRACT TERMS & CONDITIONS:

- 3.1 Contract Administration: The UMS Office of Strategic Procurement or its designee shall be the University's authorized representative in all matters pertaining to the administration of this contract. Contact Anne-Marie Nadeau (207) 973-3308.
- 3.2 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 written consent of the Contract Administrator.
- 3.3 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the University, by the Contractor on a net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.
- 3.4 Invoices: Invoices shall be sent to the "Bill To Address" on the purchase order.
- 3.5 Volume: The purchase volume shown on this bid document is based on purchases made over a recent 12 month period. Guarantee of volume cannot be made. 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 shown.

- 3.6 Furnish and Install: The items on this bid will be provided on a Contractor furnish and install basis, unless otherwise requested by the University. 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. 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. In some cases elevator access may not be available. No additional fees shall be charged in this case.
- 3.7 Notice of Delivery: It is the Contractors responsibility to notify the University at least 48 hours prior to delivery in order to allow sufficient time for the University to prepare the installation site. e.g. remove existing furniture, make arrangement for staff to inspect and accept the delivery.
- 3.8 Drop Shipment: Drop shipments are allowed when requested by the University. In this case freight terms shall be FOB Destination, Freight Prepaid & Allowed, and Inside Delivery included, however installation may not be included. The University does not anticipate a large volume of drop-ship orders.
- 3.9 Time is of the Essence: When a situation arises where leadtime is of the essence and the Contractor cannot meet the required deadline for delivery, the University reserves the right to purchase the item(s) through other sources who can meet the delivery deadline, even if doing so results in a higher cost to the University.
- 3.10 Clearance and Sale Price: When, as a result of clearance or inventory sales that are publicly advertised and available to the general public, contract items can be purchased from another source at a lower cost than the University's contract price, the Contractor will be given the opportunity to meet the lower price. If the Contractor cannot meet the lower price the University reserves the right to purchase the item(s) through other sources at the lower cost.
- 3.11 Catalogs: Contractor will supply Hon catalogs as required by the University. Manufacturer's list price guides will be provided to the Contract Administrator, and to other Purchasing or Business Services staff if requested upon award of this bid. Updated price guides will be provided as necessary.
- 3.12 Design Services: Design services shall be included in the contract price for all locations under this contract. A sales representative(s) will be available to assist University staff on-site on a weekly basis at a minimum. The representative(s) will meet with end-users to assist with product information, design, fabric/finish selection, etc. Line drawings, 3-dimensional drawings, and written quotes shall be sent to end users when appropriate or when requested.
- 3.13 Chair Demo's: All chairs must be made available for demonstration purposes for a minimum of 3 days. If possible, upon delivery of the demo chair, Contractor shall train the end user how to adjust it. A user guide shall also be provided. If the Contractor does not have the requested demo chair in stock one must be ordered. In this case it is acceptable to allow the end user to choose the fabric/finish for the demo chair. If the end user decides to purchase the demo chair the Contractor may invoice the University at the contract price. However, if the demo chair is not acceptable to the end user the Contractor must accept return of the chair and may not charge a restocking fee to the University. Contractors "stock" demo chairs are not acceptable for purchase by the University. Contractor should communicate to the end user the required leadtime for demo chairs.
- 3.14 Special Products: The Contractor will work with the University to find products, on or off the contract, to supply staff with equipment to meet special physical needs.
- 3.15 UMS Locations: This contract will serve the needs of all locations within the University of Maine System (UMS), including University College Centers & Community Course Sites (Statewide) and State Approving Agency for Veterans Education (Winthrop). For a list of all locations visit the UMS website at www.maine.edu

4.0 SPECIFICATIONS & BID SUBMITTAL FORM:

4.1 Product: HON Office Furniture-complete line

4.2 Bid Price: The price shall be in the form of a firm discount off manufacturer’s published list price during the contract period. Separate discounts may be offered for factory and quick-ship leadtime. The price shall include charges such as installation, shipping, insurance, and all other costs. Charges not specified in the bid will not be honored. A separate discount may be offered for drop ship orders. See section 3.7 regarding drop shipments.

	<u>HON Factory Leadtime</u>	<u>HON Quick-Ship</u>
DISCOUNT Delivered/Installed	_____ %	_____ %
DISCOUNT Drop-Shipped	_____ %	_____ %

4.3 Basyx: What discount will you offer for “Basyx” furniture line? _____

4.4 Leadtime: What is your normal leadtime from placement of order to delivery at the University?

Factory Leadtime: _____ business days Quick-Ship Leadtime: _____ business days

4.5 Representation: Provide the name(s) of the representative(s) who would be serving this account.

<u>Name</u>	<u>Location of Office</u>	<u>Coverage Area</u>	<u>Times/Week Available for On-Site Calls</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4.6 Storage Policy: Provide information regarding your storage policy. Specifically, what, if any charges would apply for up to 30 days. Additionally what charges would apply to storage in excess of 30 days?

4.7 Payment: Will you accept payment via University Procurement “VISA” credit card? _____

4.8 Discount Payment Terms, if applicable: _____

4.9 Return Policy: Provide information regarding your return policy. Specifically, under what circumstances would you accept a return for other than damaged product without charging a restocking fee? Additionally, indicate what your restocking fee is.

4.10 **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.