

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

REQUEST FOR BID FOR
SCIENTIFIC MATERIALS AND EQUIPMENT (NEW LAB START-UP)
FOR THE UNIVERSITY OF MAINE AT AUGUSTA

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine at Augusta, is seeking bids for scientific materials and equipment for a New Lab Start-Up project.

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 Evaluation: Award will be made to the low bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to warranty and references.
- 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 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.
- 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 **Award:** The University reserves the right to award this bid on an item by item basis, a group of items or all items, 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 both in-state or out-of-state, the award will be made to the bid that arrives **first** at the University of Maine System.

- 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 **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 # _____

- 1.12 Bid Validity: Unless specified otherwise, all bids shall be valid for 60 days from the due date of the bid.
- 1.13 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.
- 1.14 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.

- 1.15 Submission: A signed original plus 2 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., Friday, February 2, 2007**, 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.**

- 1.16 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 Use Taxes.

2.0 CONTRACT 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 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.
- 2.3 Contract Administration: Peter Milligan, Assistant Professor of Biology, University of Maine at Augusta, shall be the University's authorized representative in all matters pertaining to the administration of this contract, (207) 621-3228.
- 2.4 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.
- 2.5 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.
- 2.76 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 Augusta, Sheri R. Stevens, Executive Director for Administrative Services, Farmhouse, (207) 621-3110.

2.7 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

2.8 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.

2.9 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, (207) 621-3400.

2.10 Notice of Delivery: For items requiring installation 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 and for scheduling staff to be on site for delivery.

2.11 Furnish and Install: Where specified, 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. 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.

Installation requiring changes or additions to University property, buildings, or structures shall be coordinated with the University's Facilities Management Department. Coordination shall be the responsibility of the Contract Administrator, the University of Maine at Augusta Facilities Management Department, and the Contractor.

- 2.12 Packaging: All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description, quantity and purchase order number.
- 2.13 Packing Slips: All charges must be prepaid and material delivered to the location specified. Merchandise must be accompanied by delivery slip or packing list and the purchase order number.
- 2.14 Manuals: The Contractor shall provide with each piece of equipment owners manual and/or maintenance instructions and parts lists.
- 2.15 Materials Safety Data Sheet: Material Safety Data Sheets will be required with hazardous materials when delivered.
- 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 manuals(s) delivered with the equipment or submitted with the bid response. Failure to satisfy this acceptance test may result in rejection of the delivered/installed equipment with no financial obligation incurred by the University until replacement equipment is delivered/installed by the Contractor and accepted by the University.
- 2.17 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.
- 2.18 Deadline for Delivery: All items, except item 44, must be delivered and installed no later than March 1, 2007. Item 44 must be delivered and installed no later than August 10, 2007.

4.0 SPECIFICATIONS & BID SUBMITTAL FORM:

4.1 Product & Bid Submittal: The attached materials & equipment list is being provided for your convenience in submitting bids and for our use in evaluating bids. Please use **this list for responding to bid.** You may provide supplemental information as needed. Except where noted "No Substitute" you may provide products that are "equal" in quality. (See section 1.4)

4.2 Additional Discounts: The University is requesting information regarding additional discounts based on possible award scenarios. If no additional discounts would be offered leave this section blank.

4.2.1: If awarded items 1- 43, but not item #44 _____ % off the total order as bid.

4.2.2: If awarded all items, including #44 _____ % off the total order as bid.

4.3 Leadtime: Please indicate the date you must have a purchase order by in order to meet our required delivery and installation schedule, (see section 2.18)

For all items except #44 Purchase Order required by: _____
(date)

For item #44 Purchase Order required by: _____
(date)

4.4 Representation: Provide the name(s) of the representative(s) responsibility for this project and would serve as primary contact for the University for all matters pertaining to the project.

Name	Location of Office	Telephone	Fax	Cell Phone Number

4.5 Discount Payment Terms, if applicable: _____

4.6 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.

4.7 Service: The service and engineering support available must be described, with costs specified for:

1. Service contract agreement that would be effective upon warranty expiration.

2. Individual service calls as required.

3. Spare parts for which local stocking is recommended.

4.8 Training: Pricing must include complete training for University personnel where applicable. Describe the level of training which is included in your quoted price.

4.9 Special Installation Requirements: Please provide as needed. (See section 2.11)

4.9 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 and who is using the product you are offering.** Provide Company names with contact person and telephone number.