

Administered by
UNIVERSITY OF MAINE SYSTEM
STRATEGIC PROCUREMENT DEPARTMENT
BANGOR ME 04401

**EXERCISE EQUIPMENT FOR THE
SULLIVAN RECREATION AND FITNESS COMPLEX
UNIVERSITY OF SOUTHERN MAINE
PORTLAND, MAINE**

1.0 GENERAL INFORMATION

- 1.1 Purpose: The University of Maine System, acting through the University of Southern Maine is seeking bids to purchase new exercise equipment for its Sullivan Recreation and Fitness Complex at Portland, Maine. The equipment will be purchased on a deliver and install basis.

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 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: Award will be made to the low bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to quality, delivery lead time 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 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: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street

Bangor, Maine 04401
Phone (207) 973-3302
Fax (207) 973-3322
E-Mail: hcwells@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 both out-of-state, the award will be made to the bid that arrives **first** in the University of Maine System's 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 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:
- 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** two (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. local time Tuesday, February 13, 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 is 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 vendors 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 Uses Taxes.
- 1.17 Samples: Bidders **may** be required to provide samples for evaluation. Samples shall be exact and true representatives of the material offered. Samples shall be provided at no cost to the University. In the event the delivered product fails to conform to the sample provided, the Contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the University. Failure to comply with these instructions may be cause for rejection of your bid.

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 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.
- 2.2 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: Jenny Nelson, Director, Sullivan Recreation & Fitness Complex, University of Southern Maine, shall be the University's authorized representative in all matters pertaining to the administration of this contract, (207) 780-4173.
- 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 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.
- 2.6 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.
- 2.7 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 Kathleen Roberts, Executive Director, Office of Campus Diversity and Equity, 222 Deering Avenue, Portland, Maine 04104, (207) 780-5094 or TTY 780-5646.
- 2.8 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

- 2.9 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.
- 2.10 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 Parking and Transportation Services, (207) 780-4718.
- 2.11 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 staff to receive the delivery.
- 2.12 Furnish and Install: The items on this bid will be provided on a Contractor furnish and install basis. Items will be delivered and set in their final locations as directed by USM personnel. 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. Delivery notification must be made to Jenny Nelson at least two (2) work days prior to delivery. 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.
- The easiest access – for deliveries – is at the back of the Sullivan Recreation and Fitness Complex (Durham Street). With appropriate notice, University staff can reserve a few parking spaces. Equipment can be brought through a set of double doors directly to the Fitness Center – a distance of approximately 60 feet, all at ground level. If assembly is required, there is a double-width corridor that may be used.
- 2.13 Packaging: All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description, quantity and purchase order number.
- 2.14 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.
- 2.15 Manuals: The Contractor shall provide, with each piece of equipment, an owner's manual and/or maintenance instructions and parts lists.
- 2.16 Training: Pricing must include complete training for University personnel.
- 2.17 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.

- 2.18 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.

3.0 SPECIFICATIONS & BID SUBMITTAL FORM

- 3.1 Product & Bid Submittal: The attached 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 may be necessary.

Bidders are encouraged but not required to submit bids for all required equipment nor are bidders required to submit bids for each type of award scenario (item by item basis, a group of items or all items – refer to paragraph 1.6). The submittal form allows for variations in equipment pricing based on the type of award.

- 3.2 Lead-Time: State the number of days to delivery after receipt of the order.
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- 3.3 Training: Describe the training of University staff **included** in the price.

- 3.4 Discount Payment Terms, if applicable: _____

- 3.4 Warranty: The University desires a 15 year warranty on frames, 3 years on parts and 1 year on labor. Bidders are to provide warranty information on all equipment offered. The warranty would include units / components not manufactured by the seller.

- 3.5 Service Contract: Describe any service contract(s) that you offer and their price(s). Any service contract would be effective upon warranty expiration.

- 3.6 Installer: Include the name of the installer if different from the bidder.

- 3.7 References: A list of three references shall 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.**

ATTACHMENT EQUIPMENT LIST AND SUBMITAL FORMS

The equipment offered shall be commercial quality suitable for an active University fitness center. It is expected that this equipment will be in use 16 hours/day, 7 days/week. The University is looking for:

- Heavy gauge steel in all selectorized machines, free weight stations and benches
- 5 pound add-on weights for selectorized machines
- Start / stop range limiters on selectorized machines
- All belts and pulleys enclosed for operator protection
- Belts of the most durable material; Kevlar composite or equal
- Information placards on selectorized machines (operating instructions, muscles worked, start/finish position description)
- Light initial starting weights on selectorized machines (allows lower starting weight)
- It is our preference that the free weight stations and benches be from the same manufacturer as the selectorized equipment
- Heavy weight upholstery
- The University strongly prefers that all equipment will be in **silver finish with royal blue upholstery**.

NOTES: "Reference Model" is provided to describe the quality and type of equipment and does not denote a brand preference. If offering a piece of equipment that is 'equal to' the reference model, provide the manufacture and model of the equipment offered in this table.

ITEM	QUANTITY	EQUIPMENT	REFERENCE MODEL	MANUFACTURE / MODEL OFFERED (IF NOT THE REFERENCE MODEL)
		CARDIO		
1	3	Treadmills	Nautilus T914	
2	2	Treadclimbers	Nautilus TC916	
3	2	Self-Powered Elliptical Cross Trainers	Precor EFX546i	
4	1	Self-Powered Elliptical Cross Trainer	Precor EFX576i	
5	2	Recumbent Bikes	LifeFitness Lifecycle 95Ri	
6	1	Cycle	LifeFitness Lifecycle 95CI	
		SELECTORIZED		
7	1	Pullover	Nautilus Nitro S3PO	
8	1	Abdominal	Nautilus Nitro S3AB	
9	1	Rear Delt Pec Fly	Nautilus Nitro S3RDPF	

10	1	Rotary Torso	Nautilus Nitro S3RT	
11	1	Low Back	Nautilus Nitro S3LB	
12	1	Incline Press	Nautilus Nitro S3IP	
13	1	Overhead Press	Nautilus Nitro S3OP	
14	1	Ventral Triceps Extension	Nautilus Nitro S3VTE	
15	1	Preacher Curl	Nautilus Nitro S3PC	
16	1	Free Weight Incline Bench with Spotter Platform	Nautilus Olympic F20IB	
17	1	Weight Assisted Chin / Dip	Paramount AP-4000	
18	1	Functional Trainer	Paramount PFT-200	
19	1	Leg Press / Calf Press	Hoist HD-1600	
20	1	Inner / Outer Thigh	Hoist HD-1800	
21	1	Multi-Hip	Hoist HD-2000	
22	1	Fitness Tree	Hoist HF4962	
23	1	Seated Leg Extension with range-of-motion limiter	Precor 605 with ROM device	
24	1	Prone Leg Curl	Precor 606	

NOTE: Include delivery and installation costs in the price for each line item.

				IF AWARDED ALL TO ONE VENDOR	IF AWARDED BY GROUP CARDIO OR SELECTORIZED	IF AWARDED ITEM BY ITEM
ITEM	QUANTITY	EQUIPMENT	REFERENCE MODEL	UNIT PRICE	UNIT PRICE	UNIT PRICE
		CARDIO				
1	3	Treadmills	Nautilus T914			
2	2	Treadclimbers	Nautilus TC916			
3	2	Self-Powered Elliptical Cross Trainers	Precor EFX546i			
4	1	Self-Powered Elliptical Cross Trainer	Precor EFX576i			
5	2	Recumbent Bikes	LifeFitness Lifecycle 95Ri			
6	1	Cycle	LifeFitness Lifecycle 95CI			
					TOTAL (EXTENDED) PRICE CARDIO ONLY	
					\$	
		SELECTORIZED				
7	1	Pullover	Nautilus Nitro S3PO			
8	1	Abdominal	Nautilus Nitro S3AB			
9	1	Rear Delt Pec Fly	Nautilus Nitro S3RDPF			
10	1	Rotary Torso	Nautilus Nitro S3RT			
11	1	Low Back	Nautilus Nitro S3LB			
12	1	Incline Press	Nautilus Nitro S3IP			
13	1	Overhead Press	Nautilus Nitro S3OP			
14	1	Ventral Triceps Extension	Nautilus Nitro S3VTE			
15	1	Preacher Curl	Nautilus Nitro S3PC			
16	1	Free Weight Incline Bench with Spotter Platform	Nautilus Olympic F20IB			

17	1	Weight Assisted Chin / Dip	Paramount AP-4000			
18	1	Functional Trainer	Paramount PFT-200			
19	1	Leg Press / Calf Press	Hoist HD-1600			
20	1	Inner / Outer Thigh	Hoist HD-1800			
21	1	Multi-Hip	Hoist HD-2000			
22	1	Fitness Tree	Hoist HF4962			
23	1	Seated Leg Extension with range-of-motion limiter	Precor 605 with ROM device			
24	1	Prone Leg Curl	Precor 606			
				TOTAL (EXTENDED) PRICE	TOTAL (EXTENDED) PRICE SELECTORIZED ONLY	
				\$	\$	

4.0 EQUIPMENT FOR REMOVAL AND DISPOSAL

The University is replacing existing equipment through this bid process. Removal and disposal of existing equipment is not a part of this bid nor shall solutions for removal and disposal offered be taken into consideration in the evaluation and award of this bid. However, the University is soliciting offers for the removal and disposal of existing equipment. Please offer your suggestions on how best for the University to accomplish this.

Most of the equipment offered was purchased in 1995. The equipment is maintained by an outside contractor and is in working condition. A list of existing equipment available for removal and disposal is shown below.

The equipment may be seen by appointment only. Please contact Jenny Nelson, Director, Sullivan Recreation & Fitness Complex, University of Southern Maine (207) 780-4173 to arrange an appointment.

Sullivan Complex Fitness Equipment For Purchase and Removal

ITEM	QUANTITY	EQUIPMENT	MANUFACTURE / MODEL
1	1	Prone Leg Curl	Body Masters
2	1	Bike Max	Tetrix
3	1	Incline Bench	Body Masters
4	2	Recumbent Bikes	Lifecycle
5	1	Vertical Knee Raise	Unknown
6	4	Treadmills	Quinton
7	2	EFX	Precor
8	1	Climax 3000	Tetrix
		SELECTORIZED	MANUFACTURE / MODEL
9	1	Assisted Chin Dip	Universal
10	1	Pullover	Universal
11	1	Total Hip	Universal
12	1	Seated Leg Press	Universal
13	1	Seated Leg Curl	Universal
14	1	Leg Extension	Universal
15	1	Back Extension	Universal
16	1	Abdominal Crunch	Universal
17	1	Bicep Curl	Universal
18	1	Seated Chest Press	Universal
19	1	Incline Chest Press	Universal
20	1	Shoulder Press	Universal
21	1	Lat Pull Down	Universal
22	1	Pec Deck	Universal