



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

VACUUM / HIGH PRESSURE FURNANCE
For the University of Maine

RFB # 15 - 10

ISSUE DATE:
January 29, 2010

BIDS MUST BE RECEIVED BY:
Wednesday, February 17, 2010, 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 Maine is seeking bids for vacuum/high pressure furnace as described below for use as a research and development tool in its Laboratory for Surface Science and Technology (LASST).
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidder(s)" or "bidder(s)". 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 provided that the references provided are acceptable and all other requirements are satisfactorily met.
- 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 Award: 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.
- 1.6 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.
- 1.7 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. 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
hcwells@maine.edu

- 1.8 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, February 17, 2010**, for a public opening. The bid must be date/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/time 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. 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.**
- 1.9 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.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.11 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.
- 1.12 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (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 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 # 15-10

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 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.
- 2.4 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.5 **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.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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.
- 2.9 **Payments:** Payment will be upon submittal of an invoice to the address listed on the Purchase Order on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. When possible, the University of Maine prefers to pay by credit card (VISA).
- 2.10 **Transportation Charges:** Quotations must be F.O.B. Destination. Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete delivery.

SECTION THREE

3.0 SPECIFICATIONS:

3.1 Equipment Specifications: Vacuum/High Pressure Furnace.

- 3.1.1 Working zone/hot zone nominally 6" diameter X 6" long.
 - 3.1.2 Temperature uniformity of +/- 10 deg. C @ 1000 deg. C operating temperature.
 - 3.1.3 Operating pressure range from vacuum up to 750 psi.
 - 3.1.4 ASME coded pressure vessel.
 - 3.1.5 Furnace vessel should be capable of operating under vacuum of 10mTorr or better. However vacuum pumps, gauging, etc. are not included in the system and will be provided by the University if vacuum operation is desired.
 - 3.1.6 Capable of continuous operation in air atmospheres up to 1500 C and in vacuum up to 1200 C. Capable of continuous operation in argon, helium, nitrogen, ammonia, oxygen, CO or CO₂ up to 1300 C or higher.
 - 3.1.7 Microprocessor based fully programmable auto-tuning temperature controller, Eurotherm 3504 or equivalent and all equipment required to power the furnace to full temperature.
 - 3.1.8 Top hat style furnace with fixed base plate and moveable furnace chamber with powered lift.
 - 3.1.9 Base plate to include the following feed-throughs: four double-ended SMA RF feed-throughs on 1.33" conflat flanges, four additional throughways with blank 1.33" conflat flanges for future use, one double-ended SMA RF feed-through on a 2.75" conflat flange, four 1/4" NPT throughways and required feed-throughs for heating elements and thermocouples. Base plate and feed-through flanges designed so that maximum temperature rating of the feed-throughs is not exceeded during continuous operation of the furnace at 1500 C.
 - 3.1.10 Three channel (air, nitrogen and argon) manual gas pressure and flow control system including 3 intake lines with high pressure regulators, pressure gauges, isolation relief valve and manual flow meter, exhaust line with back pressure regulator, gauges, relief valve, check valve and manual flow meter.
 - 3.1.11 Required safety features including over temperature and over pressure protection.
 - 3.1.12 System to be equipped with wheels for ease of transport inside the laboratory building.
- 3.2 Warranty: The equipment shall be fully guaranteed against defects for a minimum of one (1) year following date of acceptance.
- 3.3 Acceptance Tests: The University reserves the right to conduct any test/inspection it may deem advisable to assure equipment shall conform to specifications. Failure to satisfy acceptance testing may result in rejection of the equipment with no financial obligation incurred by the University. Latent defects may result in revocation of acceptance.

- 3.4 Documentation: The Contractor shall provide complete equipment documentation including technical specifications, maintenance schedules, parts lists and user manuals.

SECTION FOUR

4.0 SUBMISSION REQUIREMENTS:

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.

- 4.1 Price equipment as specified including all transportation charges.

\$ _____

- 4.2 Delivery lead-time, in days, after receipt of order: _____

- 4.3 Payment terms: _____

- 4.4 Can payment be accepted via credit card (VISA)? Yes or No: _____

- 4.5 If payment by credit card is accepted and an early payment discount is offered, would the University receive the discount if paying by credit card? Yes or No: _____

- 4.6 Provide information regarding ongoing support and supplemental training resources.

- 4.7 Provide list of optional equipment.

- 4.8 Provide warranty information.

- 4.9 References: Provide a list of three references with your bid. References should be institutions or organizations for which the bidder has provided comparable equipment for research and development projects similar to the University's requirements. Provide company names with contact person and telephone number.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)