



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

RESIDENCE HALL MATTRESSES
University of Maine

RFB # 17-11

ISSUE DATE:
April 11, 2011

BIDS MUST BE RECEIVED BY:
May 3, 2011, 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 the provision of mattresses for residence halls.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the Request for Bids (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 Scope: The University is seeking a long term contract to furnish and deliver innerspring mattresses as required. The number of mattresses to be purchased for delivery in August 2011 shall be approximately 840. Quantities for subsequent years are estimated to be 350 per year.
- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met.
- 1.5 Samples: The University reserves the right to request a sample mattress and/or a sample mattress cover swatch prior to an award. Each sample shall be properly tagged or labeled with the name of the bidder and the bid number, and shall be provided at no cost to the University. Upon request, samples shall be delivered to:

Lawrence Violette
Purchasing Manager
Auxiliary Services
5734 Hilltop
University of Maine
Orono, ME 04469-5734
- 1.6 Award: It is the intent of the University 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 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.
- 1.7 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 of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 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

- 1.9 Submission: A **SIGNED** original and three (3) 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 no later than **2:00 P.M. local time, Tuesday, May 3, 2011**, 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 check <http://www.maine.edu/alerts/> 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.**

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

- 1.10 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

From _____	May 2, 2011	2:00 p.m.	17-11
Name	Due Date	Time	Bid No.

- 1.11 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.
- 1.12 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.13 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.
- 1.14 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.15 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.
- 1.16 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 #17-11

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 or letter of agreement signed by the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Administration:** The Purchasing Manager, Auxiliary Services or his designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.3 **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.
- 2.4 **Contract Term:** The initial Contract term shall be for a period of one (1) year commencing upon award of the contract or May 15, 2011 whichever comes first. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.5 **Quantities:** The quantities described for the option years (following the initial one (1) year term) are approximate only. 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 the quantities shown.
- 2.6 **Pricing:** Quoted prices shall be firm for mattresses purchased during the initial one (1) year term. Percentage increases or alternate prices for option years shall be firm for each applicable (contract) year.
- 2.7 **Transportation Charges:** Quotations must be F.O.B. destination. Prices quoted will include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete delivery. Fuel surcharges will not be allowed, at any time, during the contract.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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.
- 2.11 **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.

- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 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 advance notice. Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall, Orono, ME (207) 581-1226

- 2.16 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. Vehicle 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:

University of Maine Purchasing Department
5765 Service Building
Orono, Maine 04469

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

- 2.17 **Parking Regulations and Use of Walkways:** The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractor shall not be permitted to drive on walkways. Contractors are advised that parking and walkway rules/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 Parking Office at 581-4047.
- 2.18 **Payments:** Payment will be upon submittal of an invoice to Auxiliary Services by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.19 **Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.20 **Smoking Policy:** The University of Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, walkways, recreational and sporting facilities and university-owned vehicles.
- Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco.
- 2.21 **Compliance With Laws:** The contractor shall comply with all applicable federal, state and local laws and all applicable policies of the University. The contractor shall obtain at its own cost and expense; all necessary licenses, professional certifications and permits, and shall assume the responsibility for, and pay all applicable fees and taxes which are now and may be imposed in the future by any governmental authority arising out of the conduct of the contractor's business.

SECTION THREE

3.0 SPECIFICATIONS: For inverted seam residence hall mattresses with blue nylon covers

3.1 Mattress Requirements:

3.1.1 Size: 36" x 80"

3.1.2 Coil Innerspring Unit: All innerspring units shall be Bonnell style, minimum 312 coil, 13 gauge, double tempered, high carbon steel with 5 hour glass turns per coil. Helical wire shall be a minimum of 17.5 gauge, fully tempered. 10 butterfly steel edge guards shall be clipped onto each side of the innerspring unit for enhanced support.

3.1.3 Insulator: One synthetic fiber pad each side, weighing not less than 2 ounces per square foot, overlapping the innerspring unit by 2" in both length and width. A full wire rope flexolator shall be included on each side of the mattress.

3.1.4 Upholstery Layers: Pre-compressed fire-retardant 100% cotton felt batting treated with boric acid to meet the requirements for mattresses used in designated high risk occupancies. On each side of the mattress, each batt must weigh a minimum of 8 pounds.

3.1.5 Cover: The cover material shall be royal blue or navy blue nylon and shall be fluid proof, antibacterial, antimicrobial, antifungal and self-deodorizing. The cover shall be placed over the upholstery using standard industry flanging processes. The cover must fit tightly and be neatly tailored with inverted seams so that the mattress has no visible tape edges. The mattress and flange must be tailored with black thread.

3.1.6 Flange: Flange material shall be not less than 5 1/2" width and shall adequately secure mattress to the innerspring unit by hog-ringing every coil around the entire mattress perimeter, surfaces, top and bottom.

3.1.7 Packaging: Each mattress shall be packaged in clean condition, free of defects and heat sealed in a 4 mil poly bag.

3.1.8 Flammability: Mattresses must meet the Federal Flammability Standard DOC FF 4-72, NFPA #7011, California 121, California 129 and CPSC 16 CFR Part 1633 Flammability Test. Copies of test results must be supplied with the bid response.

3.2 Delivery: Tailgate delivery for the initial term of the contract. The August 2011 order shall be delivered to the following locations. Quantities shown are estimates. The University may require an additional 40 mattresses. Delivery locations for the additional mattresses are to be determined.

<u>Residence Hall</u>	<u>Estimated Number of Mattresses</u>
Penobscot	174
Gannett	269
Hancock	279
Balentine	74
TOTAL	796

3.3 Delivery Dates: The first shipment of ~800 mattresses must be delivered between August 8 and August 12, 2011. This shipment and all subsequent shipments shall be scheduled by contacting the Assistant Executive Custodian at 207-581-4850 twenty-four hours prior to

delivery. Receiving hours are 7:30 a.m. to 3:30 p.m. EST, Monday through Friday, excluding holidays.

- 3.4 Bidders must be an original manufacturer, authorized distributor, or dealer authorized by the manufacturer to provide service and repairs.
- 3.5 Warranty: Mattresses shall be fully warranted against manufacturing defects for a minimum of one year. Pro-rated warranties shall be for a minimum of four years.

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 if 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. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Company Business Profile: No financial statements are required to be submitted with bids, however prior to an award; the University may request financial statements as well as credit references.

4.2 Bid Price: Provide pricing for mattresses delivered during the initial term of the contract. The University expects to order ~836 mattresses for delivery August 8–12, 2011.

Unit Price	Total Price
\$ _____	\$ _____

Renewal Options after the initial term of one (1) year: Provide a not-to-exceed percentage increase over the original quoted price or provide an alternative pricing option.

Renewal Options Est. Qty: 350 per yr	Percentage Increase Not-To-Exceed	Alternate Pricing Option
First Annual Renewal Option	_____ %	_____
Second Annual Renewal Option	_____ %	_____
Third Annual Renewal Option	_____ %	_____
Fourth Annual Renewal Option	_____ %	_____

4.3 Return Policy: Provide detailed information on a return policy.

4.4 Warranty: Provide detailed non-pro-rated and pro-rated warranty information.

4.5 Flammability Tests: Provide copies of flammability test results (Paragraph 3.1.8).

4.6 Contact information: Provide the name, telephone and cell phone numbers, email address of the individual who will be responsible for the management of this contract:

4.7 Payment /Discount Terms: _____

4.8 Payment Method: Indicate your ability to accept electronic payments. (Paragraph 2.18)

4.9 References: Provide three references. These references should be higher education institutions your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names; the contact, email address and phone number.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)