



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

**Moving Services for the
University of Maine**

RFB # 22-08

ISSUE DATE:
April 29, 2008

BIDS MUST BE RECEIVED BY:
May 20, 2008, 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 campus moving services as described below.
- 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 "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope of Work: The University seeks bids from qualified entities to provide moving services at various University locations in the Orono/Bangor vicinity. This service may be utilized by every University department when required. Approximately \$25,000 was spent on moving expenses in 2007, however, no minimum or maximum service requirements can be guaranteed.

The Contractor will be required to provide moving services to include, but not limited to, administrative offices, housing and residential facilities, special events, special and emergency requests for the campus on an 'as needed' basis. Items to be moved include, but are not limited to, office furnishings, equipment, residence hall furnishings, and surplus property.

The University reserves the right to seek competitive bids for projects requiring more complex and extensive moving services. Personal moves for faculty, staff, and students are excluded from the scope of services in this bid.

- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met. However, consideration will be given to response time and references.
- 1.5 Award: It is the intent of the University to award this bid all to one bidder. 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

- 1.8 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 20, 2008**, 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 p.m. 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 Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:
- From _____
 Name Due Date Time Bid No.
- 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 the bidder's response.
- 1.11 Costs of Preparation: The bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.12 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.
- 1.16 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.

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 Term:** The initial contract term shall be for a period of three (3) years commencing upon award of the Contract. With mutual written agreement of the parties, the Contract may be extended for two (2) additional one-year terms.
- 2.4 **Prices:** Prices quoted shall be firm for a period of one year. Any change in pricing for contract renewals must be submitted in writing to the Contract Administrator, for approval, sixty (60) days prior to the date of renewal. The University reserves the right to cancel the Contract if price changes are not acceptable. The University would then issue a request for bids for a new contract.
- 2.5 **Contract Administration:** The University of Maine's Purchasing Department or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.6 **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.
- 2.7 **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 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days, advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.9 **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.

- 2.10 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 Contract.
- 2.11 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.
- 2.12 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.

- 2.13 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 University of Maine
 Director of Equal Opportunity
 North Stevens Hall
 (207) 581-1226

- 2.14 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)
4. Employee Dishonesty (Insurance Policy or Bond)	\$1,000,000 per occurrence or more

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:

Department of Purchasing
University of Maine
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

- 2.15 Smoking Policy: The University of Maine System must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. 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 Payments: Payment will be upon submittal of an invoice to the Purchasing Department by the Contractor on a Net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.
- 2.17 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 prior written consent of the Contract Administrator.
- 2.18 Advertising: The Contractor shall not use the University's name or other identifying marks or property of advertising purposes unless the Contractor receives prior written authorization from the Contract Administrator.
- 2.19 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of the Contractor's 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. Contractors are advised that parking regulations are strictly enforced. Towing will be at the Contractor's expense. A copy of parking regulations can be obtained at <http://www.umaine.edu/parking/rules>.
- 2.20 Protection of Property: The Contractor shall at all times protect University property, or other property not owned by the University against damage or loss and shall be responsible for replacing or repairing any such loss or damage unless such loss or damage was caused by the University, other vendors or other contractors. The Contractor shall repair damaged property in a timely manner. The University may withhold payment as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or agents of the Contractor.

- 2.21 Compliance with Regulations: The Contractor shall comply with all applicable State and Federal regulations in the performance of this Contract.
- 2.22 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.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Vehicles and Equipment: The Contractor shall provide all necessary vehicles and equipment, including but not limited to, trucks, vans, pads, dollies, tape, boxes, floor protective devices, as well as any specialized equipment or containers for unique items such as computer equipment or library books. Vehicles and equipment must be maintained in good operating condition and must conform to all applicable safety and transportation regulations. The Contractor shall have a sufficient number of vehicles and equipment available at all times to complete the work.

3.2 Response Time: The Contractor shall provide moving services on an as-needed basis to any University facility, on or off the campus, excluding moves for personal household goods. The notification will normally be 4–5 working days, but the Contractor may be expected to provide services if possible with less notification.

If the Contractor is unable to provide services when requested, the University may take any action necessary to seek alternate services.

3.3 Insurance: Contractor shall provide a Certificate of Insurance as described in Section 2.14.

3.4 Recycling and Source Reduction: The University encourages and promotes the purchase and use of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective.

The University also promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities. However, no sacrifice in quality of packaging will be acceptable. The Contractor remains responsible for providing packaging that will protect the commodity and contain it for its intended use.

The Contractor is strongly encouraged to bring to the attention of the Contract Administrator those products or packaging offered which have recycled content and is recyclable.

3.5 Costs: Prices quoted shall be firm for a period of one year. All costs shall be included in the total prices per hour except for consumables. Consumables (cartons; sealing tape; bubble pack) shall be priced separately. Used boxes, if they are available and in serviceable condition, shall be preferable. The University shall not be billed for travel or transportation time to and from the location of required services. Any hours billed shall not include lunch or breaks.

3.6 Fuel Surcharges: Fuel surcharges will not be acceptable.

SECTION FOUR

4.0 BID FORM:

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 Two people and truck \$_____Hr (for two people and a truck)
- Three people and truck \$_____Hr (for three people and a truck)
- Additional person \$_____Hr (per man hour)
- Cost of 1.5 cf carton \$_____Ea/New \$_____Ea/Used
- Cost of 3.0 cf carton \$_____Ea/New \$_____Ea/Used
- Cost of 2" sealing tape \$_____Roll Specify length of roll ____Ft
- Cost for bubble pack \$_____Roll Specify size of roll _____
- 4.2 Is there an hourly minimum per assignment? No ____ Yes____ Specify _____
- 4.3 Please provide the number of days required for notification: _____days
- 4.4 Provide payment discount terms if applicable: _____
- 4.5 Provide three references. List name of organization, address, contact person and telephone number of clients for whom similar services have been performed within the past three years.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)