



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

CARPET AND TILE INSTALLATION SERVICES
University of Maine

RFB # 22-10

ISSUE DATE:
March 18, 2010

BIDS MUST BE RECEIVED BY:
April 13, 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, seeks a qualified Contractor to provide quality carpet and tile installation services at various buildings on the University campus in Orono on an as-needed basis.
- 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 "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 to establish a long-term contract with a qualified flooring contractor for new installation of carpet and vinyl composition tile (VCT), as well as removal of existing flooring, and replacement. Services shall also include installation of vinyl cove base when required. The University will supply all carpet, tile and cove base required for installation. The Contractor shall provide all labor and tools necessary to fulfill the terms of the contract. Annual expenditures for carpet and tile installation services are approximately \$40,000. This is an estimate only. The contract shall cover the actual needs of the University throughout the term of the contract whether the costs are more or less than estimated. Services are often needed on an emergency basis and must be available within twenty-four (24) hours. This contract shall be limited to individual projects that do not exceed \$50,000.00. In compliance with State of Maine Wage Determination requirements, the University will seek bids for all individual projects exceeding \$50,000 in cost. Additional specifications are listed in Section Three.
- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met. In awarding this contract consideration will be given to references and bidders whose primary business is carpet and tile installation and who, in the opinion of the University, have the capabilities and experience to satisfactorily provide the services required under this contract.
- 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. 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

- 1.6 Award: It is the intent of the University to award this bid all to one bidder. The University reserves the right to conduct any reviews 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 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 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.12 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, April 13, 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.**

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.

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

From _____	April 13, 2010	2:00 p.m.	RFB #22-10
Name	Due Date	Time	Bid No.

- 1.14 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.

- 1.15 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 #22-10

END SECTION ONE

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 contract term shall be for a period of one (1) year commencing upon issuance of a purchase order. With mutual written agreement of the parties this contract may be extended for two (2) additional one-year periods.
- 2.4 **Annual Expenditures:** The expected annual expenditures provided in this document are approximate only. The contract shall cover the actual needs of the University throughout the term of the contract whether the costs are more or less than estimated.
- 2.5 **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.
- 2.6 **Pricing:** Quoted rates will be firm for a minimum of one (1) year from the effective date of the contract. Rates shall include all charges such as overhead and profit, insurance, travel and all other costs. After this period, notification of any increase in rates must be submitted in writing, to the Contract Administrator, sixty (60) days prior to contract renewal.
- 2.7 **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.
- 2.8 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, 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 forty-eight (48) hours, 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 thirty (30) day 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 **Contract Administration and Management:** The University of Maine's Director of Purchasing and Resource Efficiency shall be responsible for the administration of the contract. The University of Maine's Carpenter Supervisor or designee shall be the Contract Manager responsible for administering and coordinating all activities and day-to-day operations with the Contractor.

- 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 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.
- 2.13 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.
- 2.14 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.
- 2.15 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, Alumni Hall, (207) 581-1226.
- 2.16 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.
- 2.17 Contractor's Liability Insurance: During the term of this contract, 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. Crime Insurance (including employee dishonesty)	\$1,000,000

The University of Maine System shall be named as Additional Insured on the Commercial General Liability Insurance.

As additional insured and certificate holder, the University should be included as follows:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be submitted prior to the date of performance under this contract and prior to each consecutive renewal. Certificates shall be submitted to:

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

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.

- 2.18 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.
- 2.19 Payments: Payment will be upon submittal of an invoice to the Contract Administrator 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.

END SECTION TWO

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Scope of Work: The Contractor shall provide all labor, tools and related services required for the performance of the contract. The University shall provide all materials as described in paragraph 1.3. The Contractor shall be required to provide services weekdays, nights and weekends. Emergency services may be required within 24 hours.

3.2 Visiting the Site: The Contractor shall carefully field measure and check all areas designated to receive carpeting, VCT and vinyl base. Requests for extra compensation will not be approved for measurement or take-off errors by the Contractor.

3.3 General Installation Requirements:

- Comply with the manufacturer's instructions and recommendations for uniformity of direction of carpet for carpet installation.
- Install flooring under open-bottom obstructions and under removable flanges and furnishings, into alcoves and closets of each space.
- Run flooring under open-bottom items such as heating convectors and install tight against wall, columns and cabinets so the entire floor area is covered with flooring material. Install edging guard at all openings and doors wherever flooring terminates, unless indicated otherwise. Prior to installation, the Contractor shall notify the Contract Manager about all other obstructions which may occur.
- Cutting shall be done in accordance with the manufacturer's recommendations, using the tools designed for the flooring being installed. Scraps shall be retained or disposed of per Facilities Management requirements.
- Edges shall be butted together with the proper pressure to produce the tightest joint possible without distortion.
- All carpet shall be installed with pile-lay in the same direction except when directed to use a quarter-turned method.
- Use leveling compound where necessary. Any floor filling or leveling shall have a minimum of 4'-0" of feather.
- The Contractor shall not bridge building expansion joints with continuous carpeting.
- Metal-nosing strips shall be used as required. No substitutions. Installation of metal-nosing strips on concrete or stone surfaces shall be by drilling, inserting plastic plugs and using non-corrosive drive screws. All screws shall have shallow head profile.

3.4 Conditions:

Carpet and VCT

- All surfaces to receive carpet and VCT shall be completely clean and dry, and in a condition satisfactory to the Contractor. Contractor shall notify the Contract Manager of any conditions which will prevent the Contractor from producing satisfactory work.

- Carpet and VCT shall be adhered direct to existing floor surfaces in accordance with manufacturer's printed instructions.

Vinyl Base

- Vinyl base shall be adhered direct to designated surfaces after flooring is installed in accordance with manufacturer's printed instructions.

3.5 Surface Preparation:

Carpet and VCT

- Contractor shall prepare existing floors to receive carpet or VCT. Prior to filling, the floor must be swept clean of all loose debris. After filling, allow filler to dry. Damp mop floor and allow to dry. Vacuum after mopping to ensure all debris is removed for a proper substrate to install flooring. All cracks, holes, unevenness and rough areas will be leveled and smoothed with material that complies with carpet or VCT manufacturer's recommendations to ensure warranty terms.
- All high spots or ridges that exist shall be flattened by grinding, sanding or filling.
- Once the Contractor commences installation work, it shall be assumed the condition of the floor has been accepted and any repairs or further corrections in the floor surface shall become the responsibility of the Contractor.

Vinyl Base

- Designated surfaces to receive vinyl base shall be structurally sound, smooth, dry and clean, free of dirt, dust, oil, wax or other foreign matter which would interfere with a good bond.
- Painted surfaces to receive vinyl base shall be thoroughly dry and cured.
- The Contractor shall roughen shiny surfaces such as glossy paint that may cause adverse bonding.
- Back of vinyl base shall be free of mold release agents or other contaminants that could interfere with proper adhesion.

3.6 Installation:

Carpet and VCT

- Layout and plan the area to be carpeted or tiled by preparing a seaming plan to be approved by the Contract Manager or designee prior to work commencing. Seaming plan shall reflect minimum amount of seams possible under guidelines of these specifications.
- Check the plan against the available roll lengths and dye-lot numbers to ensure all rolls are of the same dye-lot. Using more than one dye-lot in the same room or open area is not permitted.
- Plan seam locations so that no perpendicular seams occur at door openings.

- Seams shall run with flow of traffic as best as possible. Exceptions may be where floor to ceiling windows would highlight seams from the sides. Run seams into daylight in these instances.

Carpet Tiles

- Install carpet according to carpet manufacturer's printed instructions.
- Apply adhesive as per instructions in the area to be carpeted.
- In open perimeter designs, use a fixed reducer strip to secure the tile area.

Vinyl Base

- Plan seam locations so that no seams end on outside corners.
- All vinyl base shall be "cove-cut" on inside corners.
- Check each carton of base for dye-lot numbers to assure there is no mixing of dye lots during installation.

3.7 Adhesives Application: For all carpet, VCT and vinyl base, adhesives shall be compatible with product being installed. Contractor shall follow manufacturer's recommendations to apply as directed for proper adhesion and to ensure compliance with warranty terms and conditions.

3.8 Cleanup: Immediately after completing installation:

- Remove visible adhesive, seam sealer, and other surface blemishes using cleaner recommended by manufacturer.
- Remove protruding yarns from carpet surface.
- Remove all debris and carpet remnants less than one yard from job site and dispose of properly. Carpet remnants in excess of one yard shall be returned to the Contract Manager.

3.9 Damage to University Property: Contractor shall use care in protecting building, equipment and furnishings while performing the work. Contractor shall repair or be responsible for the cost to repair damage incurred in process of performing the required services.

3.10 University Safety Policies: All personnel involved in the performance of this contract shall comply with the University's Safety and Health Policies. A copy of the University's Environmental Health and Safety Policies will be provided to the Contractor. The Contractor shall also comply with the most recently published OSHA regulations relative to this contract including but not limited to the following:

Personal Protective Equipment
Hazard Communications (MSDS)
Hand and Power Tool Safety

Prior to the commencement of any phase of work under this contract, the Contractor will submit the name of each person who shall be responsible for job site safety under this contract and who is familiar with the above-referenced OSHA regulations.

The Contract Manager must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of work performed under this contract.

- 3.11 Notification and Response: The Contractor must respond to any reasonable request and recommendation by the University. If the University determines that time is a critical factor, and the Contractor cannot respond within twenty-four (24) hours, then other services may be obtained at the discretion of the University.
- 3.12 Guarantee/Warranty Work: The Contractor shall guarantee all workmanship against defects in installation for a period of one (1) year from date of final acceptance by the Contract Manager or designee. Upon written notice from the Contract Manager, the Contractor shall, at own expense, promptly correct/replace any and all improper work that may become apparent within one (1) year.
- 3.13 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 off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Violation charges and towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Public Safety Parking Office at 581-4047.

Vehicles should be limited to Contractor's company vehicles only. Exceptions may be made for employees personal vehicles only on rare occasions and must be approved by the Contract Manager.
- 3.14 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. The Contractor, and/or job site supervisor, shall have a minimum of five years' experience in carpet and tile installation.
- 3.15 Signage: Contractor shall not display signage for advertising purposes on University property. Permanent signage on Contractor's vehicles and signs for safety purposes as required are permitted.
- 3.16 Badges: Contractor and all personnel shall be required to wear University-supplied identification badges when on campus. Badges must be visible at all times.

END SECTION THREE

SECTION FOUR BID FORM

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 Provide rates for the following:

- | | | |
|--------------------------------|-----------|----------------------|
| Carpet Removal | 10 points | \$_____ /sq yd |
| Carpet Installation | 40 points | \$_____ /sq yd |
| Cove Base Installation | 5 points | \$_____ /linear foot |
| Stair Tread Installation | 5 points | \$_____ /linear foot |
| Floor Tile Removal | 5 points | \$_____ /sq ft |
| Floor Tile Installation VCT | 30 points | \$_____ /sq ft |
| Rubber Floor Tile Installation | 5 points | \$_____ /sq ft |
- 4.2 Floor Preparation \$_____ (cost per hour)
- 4.3 Minimum Charge \$_____
- 4.4 Number of years in business as a flooring contractor: _____.
- 4.5 Response Time: Indicate how much notice would be required in order to provide regularly scheduled work: _____ days
- 4.6 References: Submit a list of three references with your bid. These references shall provide company name and contact information for organizations having received similar services within the past two years.
- 4.7 Signature Page: Complete and submit along with this "BID FORM" page.

END SECTION FOUR

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)