

**EXERCISE EQUIPMENT FOR THE  
STUDENT RECREATION AND FITNESS CENTER  
THE UNIVERSITY OF MAINE  
ORONO, MAINE**

Administered by the:  
OFFICE OF STRATEGIC PROCUREMENT  
UNIVERSITY OF MAINE SYSTEM  
16 CENTRAL STREET  
BANGOR, ME 04401

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System (UMS), acting through the University of Maine (UM) is seeking proposals to purchase new exercise equipment for its Student Recreation and Fitness Center at Orono, Maine. The equipment will be purchased on a deliver and install basis.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a bidder 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 Maine will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "bidders." The bidder to whom the contract is awarded shall be referred to as the "Contractor."

- 1.3 Scope: The Student Recreation and Fitness Center is scheduled to open in the fall of 2007. This 87,000 square foot facility will offer multiple activities, including basketball / volleyball courts, a pool, and a 14,000 square foot fitness center. Proposals shall be for the furnishing, delivery and installation of the exercise and fitness equipment. Delivery and installation shall be included in the pricing and are the sole responsibility of the Contractor. This contract may be awarded by schedule or individual items. The proposal requirements include:

- Provide product, labor, materials, and delivery to fully complete exercise equipment setup and acceptance testing;
- Provide verification of delivery logistics upon award of contract;
- Provide freight and delivery of materials to site in good condition;
- Provide unpacking;
- Remove all rubbish and dispose of properly in non-university containers;
- Provide final site clean-up;
- Provide finish (fabric and paint chips) samples prior to order placement to confirm availability;

- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:

- Cost
- Quality
- Service
- Delivery
- Ability to meet specifications

- Warranty terms
- Responsiveness to terms and conditions
- Financial stability of bidder (length of time in business)
- If applicable, Greenguard certified equipment: The University's objective is to achieve LEED Silver Certification. Bidders shall specify how the product(s) they offer contribute to our goal.

1.5 Communication with the University: It is the responsibility of the vendor to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Please direct all inquiries to: Hal Wells  
Office of Strategic Procurement  
University of Maine  
16 Central Street  
Bangor, Maine 04401  
207- 973-3302

The deadline for written inquiries is Monday, April 9, 2007.  
If it is required, the final addendum will be submitted to bidders on Thursday, April 12, 2007.

Post-award contact person will be: Richard Guthrie  
Purchasing Agent  
University of Maine  
5765 Service Building  
Orono, ME 04469-5765  
207-581-3734

- 1.6 Award of Proposal: Presentations may be requested of two or more Bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the Bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the contract to that Bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of proposals. The University reserves the right to cancel this RFP or reject any or all proposals in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. Should the University determine in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more qualified than any other under consideration is, a contract may be awarded to that Bidder without further action.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the Director of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, 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 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Bidders should clearly mark any information considered confidential and/or proprietary.

- 1.9 Costs of Preparation: Bidders assume all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment: Submission of a signed proposal 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.
- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions contained herein are acceptable. Any exceptions should be noted in the proposal.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 90 days from the due date of the proposal.
- 1.13 Proposal Submission: A **SIGNED** original and five (5) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor Maine 04401 in a sealed envelope by close of business on **Thursday, April 19, 2007**, to be date stamped in order to be considered. **In addition to the hard copy documents, bidders are requested to submit one (1) CD-ROM saved in Adobe and Excel formats.** Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. In the event of suspended University operations on the day that a proposal is due, proposals will be accepted on the next day that the University is open. Vendors may wish to call 207-973-3298 to learn if University operations are suspended. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** Proposals must be submitted in a sealed envelope clearly marked with the proposal number and due date on the outside, as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP #

- 1.14 **Pre-Proposal Conference:** A pre-proposal conference is scheduled for **12:00 Noon, Friday, April 6, 2007, in the Totman Room of the Memorial Union at the University of Maine, Orono, Maine.** The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. **Attendance by all prospective bidders is OPTIONAL.** Firms planning to attend this conference should **contact Erin Tapley 207-973-3313, no later than 5:00 p.m. local time Wednesday, April 4, 2007,** with the names and titles of the individuals who will attend and to obtain directions.
- 1.15 Alternatives: 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 details 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 proposal non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name products referenced in the solicitation.

- 1.16 Samples: Bidders may be required to provide samples of items that are considered for award. Samples shall be exact and true representations of the items proposed by the bidders and 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.

## 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 RFP, the signed proposal 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 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 submitted in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 Contract Management: The University of Maine Assistant Director of Recreation, David Mahan at 207-581-1051 or a designee shall be responsible for administering and managing the day-to-day operations and specifications of the Contract.
- 2.4 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.
- 2.5 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 University's purchasing administrator, Richard Guthrie, 207-581-3734.
- 2.6 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 in the State of Maine.
- 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 Transportation: Shipments shall be F.O.B. Destination to the Student Recreation and Fitness Center, Orono, Maine 04469-5788. Bid prices must include all charges for transportation

including but not limited to, packaging, crates, containers, insurance, and duty and brokerage charges necessary to complete delivery.

- 2.9 Delivery Notification: The University shall be notified forty-eight (48) hours prior to delivery and installation. Delivery notification shall be made to David Mahan at 207-581-1051. Receiving hours are Monday – Friday, 8:00 AM – 3:30 PM, holidays excluded.
- 2.10 Packaging: All shipping containers shall be properly and legibly marked or labeled on the outside with the description of the items and purchase order number. Packing or delivery slips must be provided.
- 2.11 Tax Exemption: Items furnished to the University are exempt from Maine Sales Tax. Exemption certificates will be provided upon request.
- 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, including transgender status or gender expression, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.13 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 System.
- 2.14 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 the Director of Equal Opportunity and Diversity, North Stevens Hall, 581-1226.
- 2.15 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.
- 2.16 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

Insurance Type

Coverage Limit

- |  |   |
|--|---|
| 1. Commercial General Liability<br>(Written on an Occurrence-based form) | \$1,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 2. Automobile Liability<br>(Including Hired & Non-Owned)                 | \$1,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 3. Workers Compensation  | Required for all personnel<br>(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:

The University of Maine System  
16 Central Street  
Bangor, ME 04401

- 2.17 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.
- 2.18 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 10 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. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- 2.19 Default Contingency: In the case of default by the contractor, The University may procure the items from other sources and hold the Contractor responsible for any excess cost occurring as a result of the default.

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 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 written consent of the Contract Administrator.

- 3.2 Payments: Payment will be upon submittal of an invoice to the Purchasing Department, 5765 Service Building, Orono, ME 04469 by the Contractor on a net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.
- 3.3 Furnish and Install: The items on this bid will be provided on a Contractor furnish and install basis. The Contractor will install the equipment based on a facility layout provided by the University. The delivery date must be coordinated with the General Contractor and the University. 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 David Mahan 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. Precautions will be expected to protect all flooring on the delivery and installation path.
- 3.4 **Required Delivery:**  
**All items must be delivered and unpacked by July 10, 2007**  
**Installation must be completed by August 07, 2007**
- 3.5 Acceptance Tests: After installation and set-up, the Contractor is required to demonstrate that the equipment provided functions properly. Failure to satisfy this acceptance test may result in rejection of the equipment with no financial obligation incurred by the University.
- 3.6 Accessories and Manuals: The Contractor shall provide, with each piece of equipment, all spare parts, video tapes, CDs, DVDs, owner's manuals, and repair manuals.
- 3.7 Material Safety Data Sheets (MSDS): The Contractor shall provide MSDS sheets for all equipment.
- 3.8 Training: Pricing must include complete training for University personnel. Training will include daily maintenance procedures, long-term maintenance practices, and available diagnostic evaluations.
- 3.9 The equipment offered shall be commercial quality suitable for an active University fitness center. It is expected to be in use 16 hours/day, 7 days/week. The University is looking for:
- Heavy gauge steel in all selectorized and plate loaded machines and benches
  - 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
  - Add-on weights for selectorized machines
  - Heavy weight upholstery
  - Finish and upholstery colors are to be determined at the time of purchase
- 3.10 Group Pricing: The University of Maine System belongs to or participates in several procurement consortia such as the Educational and Institutional Cooperative Service, Inc. (E&I), the Massachusetts Higher Education Consortium (MHEC) and U.S. Communities. In

addition the System may use State contracts. Bidders are advised to take into consideration these associations when pricing responses to Requests for Proposals.

- 3.11 Quantities: The quantities shown on the bid form 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.

#### 4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. 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 proposal 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. Please provide one (1) **SIGNED** original and five (5) copies of your proposal and one (1) CD-ROM saved in Adobe and Excel formats.

##### 4.1 Business Profile:

4.1.1 **No financial statements are required to be submitted with your bids/proposals**, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

4.1.2 **Please submit** a detailed history and description of your company and any published reports about your company with your proposal.

- 4.2 Pricing: Please use the item bid format shown on Attachment A. Vendors may request an electronic copy of the MS Excel spreadsheet to work with; however proposal submissions must be provided in the required hard copy and may also be accompanied by a CD-ROM in Excel format. All electronic spreadsheets must be identical to those provided by hard copy as part of the submission.

4.2.1 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 scenarios (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.

4.2.2 Prices are expected to include freight, any warehousing, installation, and training.

4.2.3 State the offered discount terms if applicable.

4.2.4 Lead-Time: State the number of days to delivery after receipt of the order.

4.2.5 Alternates will be considered provided they MEET or EXCEED specifications provided.

- 4.3 The University's intention is to meet LEED Silver Certification. Bidders shall specify if and how the product(s) they offer contribute to our goal.

- 4.4 Recycled Material Content Alternate: The University of Maine wishes to buy as many products as possible with a recycled/recovered material content. Please provide all pertinent and verifiable information with regard to the amount of post-consumer recycled content in the products you are bidding, including if they meet or exceed EPA procurement guidelines. The



bidder is responsible to clearly and specifically indicate the product being offered and to provide adequate information to enable the University to determine if the product offered meets the requirements of this solicitation. Bidders are encouraged to submit bids for both products with recycled content, if available, and for products made from virgin materials.

- 4.5 Allowance for Re-orders: Upon successful completion of this project, the University may be interested in purchasing additional equipment. For future orders and budgetary purposes the University would like a commitment of firm pricing for three (3) years.

Can you guarantee pricing for three years through 8/2010?  Yes  No

If you cannot guarantee pricing for three years, can you specify a period of time for guaranteed prices?.  Yes  number of years.  No

If you cannot guarantee pricing, provide a maximum percentage increase per year.  %

- 4.6 Training: Provide a complete description of the training that will be provided to University staff.  
**Cost of the training shall be included in the equipment pricing.**

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

- 4.8 Service Contracts: Describe and provide costs for any service contracts that you offer that are available after warranties expire.

- 4.9 Delivery Coordination Plan: Please submit a delivery schedule and describe the timing and method of delivery and installation of the full order within the specified delivery specifications.

Please provide the names, addresses, telephone numbers and email information of three references. These references shall be customers who have purchased the items submitted for consideration.

**NOTE: detail for items #43 and #55 on Appendix A**

Iron Grip Urethane Dumbbells

2.5lbs - 30lbs	in 2.5lb increments	4 sets each
35 - 75lbs	in 5 lb increments	3 sets each
80 - 100lbs	in 5 lb increments	1 set each

Iron Grip Urethane Plates

45lb plates	86 plates total
35lb plates	26 plates total
25lb plates	80 plates total
10lb plates	90 plates total
5lb plates	60 plates total
2.5lb plates	26 plates total

5.0 SIGNATURE:

COMPANY NAME \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)