



REQUEST FOR PROPOSAL
HILLTOP COMMONS DINING FURNITURE

RFP # 24-07

Deliver Sealed Proposals to:

Anne-Marie Nadeau
Strategic Procurement
University of Maine System
16 Central Street
Bangor ME 04401

Due Date: April 25, 2007

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

REQUEST FOR PROPOSAL: HILLTOP COMMONS DINING FURNITURE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine, is seeking proposals for dining room furniture at the newly remodeled and expanded Hilltop Commons.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected Contractor.

- 1.2 Definition of Parties: The University of Maine System 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: Hilltop Commons will provide full dining services with seating capacity for approximately 250 people. Proposals shall be for the design, delivery and assembly of tables and seating. Design, delivery and assembly shall be included in the price and are the sole responsibility of the Contractor. Specifications for tables, chairs and stools are provided in Attachments A and B. Products shown in the Attachments represent a basis for specifications only. In addition, any items quoted shall be of similar construction specifications. The name of a certain brand, make or manufacturer does not restrict bidders to the brand, make or manufacturer but conveys the general style, type, character, and quality of the items desired. The University reserves the right to determine acceptance of an item as an approved equivalent. All wood shall be finished with low-emitting volatile organic compounds.

- 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, including desirability of style; aesthetics of product offered
- Delivery
- Ability to meet specifications, terms and conditions
- Warranty terms
- Greenguard certified products or other environmentally friendly practices (preferred)
- Availability of replacement parts (preferred)
- References

- 1.5 Communication with the University: It is the responsibility of the bidder 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: Anne-Marie Nadeau
Office of Strategic Procurement

University of Maine System
16 Central Street
Bangor ME 04401
207-973-3308

The deadline for written inquiries is **April 18, 2007**.

If it is required, the final addendum will be submitted to bidders on **April 20, 2007**.

- 1.6 Award of Proposal: The University reserves the right to award this proposal on an item-by-item basis, a group of items, or all items. 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 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. The University may cancel this Request for Proposal in whole or in part. 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, 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 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: Bidder assumes 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 the bidder (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 herein. Any exceptions should be noted in the bidder's proposal.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 60 days from the due date of the proposal.
- 1.13 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 proposal 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 proposal due date. 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, RFP #

- 1.14 Proposal Submission: A **SIGNED** original and 6 copies of the proposal must be received at the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, ME 04401, in a sealed envelope by **April 25, 2007**. 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, all proposal openings will be rescheduled for the next regularly designated business day at the same time and location. Bidders may wish to call 800-581-7669 to learn if the University operations are suspended. Additional time will not be granted to any vendor. 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**. The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #

- 1.15 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.
- 1.16 Errors: Proposals may be withdrawn or amended by bidders at any time prior to the proposal opening. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of fulfilling the contract at the proposed price or withdrawing the proposal. If an extension error has been made, the unit price will prevail.
- 1.17 Environmentally Friendly Purchasing Preferences: The University recognizes its responsibility to foster stewardship of our natural resources and to promote environmental citizenship through its purchasing decisions. Preference may be given to Greenguard certified products, price and other conditions considered, however bidders may also provide information on other environmentally-friendly manufacturing procedures and policies.

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 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.
- 2.3 Contract Administration: The University of Maine Purchasing Department or its designee shall be the University's authorized representative in all matters pertaining to the administration of this contract. 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 Ray Michaels, Purchasing Agent, University of Maine, 207- 581-2687.
- 2.4 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.
- 2.5 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.
- 2.6 Transportation: Shipments shall be F.O.B. Destination to Hilltop Commons, Orono, Maine 04469. Proposal 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.
- 2.7 Delivery Notification: The University shall be notified forty-eight (48) hours prior to delivery and installation. Delivery notification shall be made to Lawrence Violette, 207-581-4577. Receiving hours are Monday – Friday, 8:00 AM – 3:30 PM, holidays excluded.
- 2.8 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.
- 2.9 Tax Exemption: The University is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote **and shall be reimbursed less these taxes**. Upon application, exemption certificates will be furnished when required. The University is exempt from the payment of Maine State Sales and Use Taxes.
- 2.10 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. The University encourages the employment of individuals with disabilities.
- 2.11 Independent Contractor: Whether the Contractor is corporation, partnership, or other legal entity, the Contractor is an independent contractor. 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.

- 2.12 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.
- 2.13 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.
- 2.14 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. Automobile 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 shall be named as:
The University of Maine System
16 Central Street
Bangor, ME 04401

- 2.15 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.
- 2.16 Quantities: The quantities shown on this request are based on estimated needs. The University reserves the right to adjust quantities to meet actual needs.

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Provide MSDS sheets for all items prior to delivery.
- 3.2 Furnish and Assemble: The items on this contract will be provided on a Contractor furnish and assemble basis. The Contractor will have the complete responsibility for the items until delivered and assembled. All transportation and assembly arrangements will be the responsibility of the Contractor. Items will be delivered directly to Hilltop Commons. Delivery notification must be made to the end user at least 48 hours prior to delivery. Final site clean up shall be provided. All crating and other debris **must** be removed from the premises and disposed of properly in non-University containers. The Contractor will be solely responsible for correcting damage to premises resulting from the delivery and assembly process.
- 3.3. Default Contingency: In the case of default by the Contractor, for any terms of the Contract, the University of Maine may procure the items from other sources and hold the contractor responsible for any excess cost occurring as a result of the default.
- 3.4 Required Delivery: **All items must be delivered no later than July 27, 2007 and no sooner than July 1, 2007.**

4.0 Specification

4.1 Dining Chair Specifications: **Quantity: 210** Basis for specification is Sauder # 702-3740 (Attachment A), wood with wood back. Glides shall be appropriate for composite tile flooring (VCT). Additional specifications include:

- Height: 33" – 35"
- Back Height: 19" – 21"
- Back: Ladder Back, or horizontal slats, to accommodate handhold
- Weight: 13# - 16# maximum weight 16#
- Stackable: (specify # of chairs)
- Width: 18" – 21"
- Wood finish: Oak or Beech (comparable to Sauder #09 or #071)
Finished with low-emitting volatile organic compounds.
- Warranty: 10 years minimum
- Branding: Stenciled with University identification beneath seat:
"UMaine, date of manufacture, manufacturer's name".

4.2 Bar Stool Specifications: **Quantity: 16.** Basis for specification is Sauder # 712-3740 (Attachment A), wood with wood back. Glides for composite tile flooring (VCT). Additional specifications include:

- Back: To match dining chair.
- Dimensions: 22" x 17 ½" x 43 ¼"; Seat height: 28", Seat width 16 ¾"
- Wood finish: Oak or Beech (comparable to Sauder #09 or #071)
Finished with low-emitting volatile organic compounds.
- Branding: Stenciled with University identification beneath seat:
"UMaine, date of manufacture, manufacturer's name."

4.3 Dining Table Specifications: Bases for specifications are the Lombard Wood Double Trestle Table and Lombard Wood Pedestal Table (Attachment B). Additional specifications include:

- Top: Solid wood top. (no butcher block)
- Wood finish: Ash; Finished with low-emitting volatile organic compounds.
- Pedestal table size: 30" x 48" (**quantity 6**); straight edges
- 48" round (**quantity 10**); eased edges
- Trestle table sizes: 72" x 36" (**quantity 8**); straight edges
48" x 36" (**quantity 39**); straight edges

5.0 Proposal Submittal

- 5.1 Please provide item pricing on Attachment C, Bid Form. Proposals may be submitted on an item-by-item basis, for a group of items, or all items.

Additional Quantities - Dining Chair: The University may be interested in purchasing an additional 305 dining chairs as specified in Section 4.1 for the Student Marketplace food court. Please provide pricing for the quantity of 210 chairs for Hilltop and separate pricing for a total quantity of 515 chairs for both locations.

- 5.2 Provide warranty information on all items quoted.
- 5.3 Provide a list of replacement parts with unit pricing if applicable.
- 5.4 State leadtime for delivery after receipt of order.
- 5.5 Provide environmental criteria and/or confirmation of Greenguard certification if applicable.
- 5.6 Provide finish advice and one set of samples of all wood finishes quoted.
- 5.7 Provide detailed construction specifications, drawings, illustrations or catalog photos of items you are proposing.
- 5.8 Provide a list of three references including company name, contact name, address, telephone number, and email address if available. References should be companies or institutions that have purchased items for a project similar in scope.
- 5.9 Business Profile: Please provide a brief description of your company.

Attachment A

Chair, Dining, All-Wood, Stacking

Basis of Design:

SAUDER PLYLOCK 702-3740; ALL-WOOD SIDE CHAIR WITH WATERFALL SEAT AND LADDER BACK (2' NARROWER), STACKING

Construction: Plybent hardwood frame chair with contoured seat and back. Mortise and tenon joint construction. Solid hardwood $\frac{3}{4}$ " x $3\frac{1}{8}$ " front rail and $\frac{3}{4}$ " x $3\frac{1}{4}$ " rear rail joined and glued into the legs. A selection of wood stain finishes. Environmentally friendly finish process. Ten (10) year warranty. Complete genuine replacement parts. $\frac{7}{8}$ " Chrome / Rubber cushioned or beige Plastitak glides.

Side Chair 702-3740

Dimensions:

Height: 33.25"
Width: 18"
Depth: 22"
Weight: 15 - 18 pounds

Seat Height: 18"
Seat Width: 16.75"



Side Chair 702-3740

Bar Stool 712-3740 (non stacking)

Dimensions:

Height: 43.25"
Width: 17.5"
Depth: 22"
Weight: 22 pounds

Seat Height: 28"
Seat Width: 16.75"



Bar Stool 712-3740

Attachment B

TABLE, DINING, ALL-WOOD TOP, DOUBLE TRESTLE BASE

Basis of Design:

F.W. Lombard Company - Table Tops and #LDUB Double Pedestal Base

TABLE TOPS CONSTRUCTION FEATURES:

SOLID ASH TABLE TOP, 1 ¼" THICKNESS



- Ash kiln dried, 6% moisture content
- Random width planks (2" to 4" wide)
- Every other plank reversed to assume stability in top
- Top is electronically glued using straight line rip joints
- Standard squares edges and corners
- Cleats attached under top for stability and also used for attaching base

FINISH

- Pigmented stain
- Synthetic primer
- Top coat catalyzed super finish, specifically designed for institutional use

DOUBLE TRESTLE BASE

Dimensions: Bases are made to the proper size to accommodate the desired table top. Standard table top overhang is 12" on each side. The double trestle base is not used on tables less than 30" wide.

Construction: Made of selected 8/4 solid Northern Ash finished to 1-3/4", kiln dried to 6% moisture content. Parts are connected with 5/8" dowels 2" long and 5/16" lag screws 3-1/2" long. All members are 4" wide. Table top is attached by screws through the cleats.

Finish: Pigmented stain, synthetic primer and a top coat of catalyzed super finish specifically designed for institutional use is applied. Adjustable chrome glides are provided on all trestle bases. A plastic glide is also available.

HEAVY DUTY WOOD PEDESTAL BASE



FW Lombard: Wood Pedestal Table with Heavy Duty Base. Fits square, rectangular, and round tops.

Attachment C - Bid Form - Hilltop Commons Dining Furniture			
Description	Qty	Unit Cost	Extended Cost
Dining Chairs, All Wood Side Chair - Specification 3.1	210		
Dining Chairs including Student Marketplace requirements, All Wood Side Chair - Specification 3.1	515		
Bar Stools, All Wood Bar Stool - Specification 3.2	16		
Table: 48" x 36" Double Trestle Base, Solid Wood Top, Square Edges - Specification 3.3	39		
Table: 72" x 36" Double Trestle Base, Solid Wood Top, Square Edges - Specification 3.3	8		
Table: 48" x 30" Heavy Duty Pedestal Base, Solid Wood Top, Straight Edges - Specification 3.3	6		
Table: 48" Diameter Round, Heavy Duty Pedestal Base, Solid Wood Top, Eased Edges - Specification 3.3	10		
Number of additional glides at no charge		\$0.00	\$0.00
Subtotal			
Payment Terms Discount if applicable			
Total			

5.0 Signature

Company Name _____

By: _____

(Signature)

(Print Name)

(Title)

(Date)