



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR PROPOSALS (RFP)**

**Residence Hall Furniture  
(Chest of Drawers)  
University of Maine**

**RFP # 29-13**

ISSUE DATE:  
March 15, 2013

PROPOSALS MUST BE RECEIVED BY:  
4:30 pm, April 9, 2013

DELIVER PROPOSALS TO:

University of Maine  
Purchasing Office  
Attn: Kelly Bannen  
5765 Service Building  
Orono, ME 04469

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking proposals for the provision of residence hall furniture – chest of drawers.

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 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 "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

- 1.3 Scope: This RFP is for the acquisition of six hundred (600) chests of drawers. It is the intention of the University to standardize on this chest of drawer design across all residence hall locations on the University campus. The successful bidder will be the provider of choice for this specification for the next five (5) years. The University makes no guarantee of quantities or total spend over the contract term.

- 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, warranty, style, design, quality, ability to meet specifications, responsiveness to terms and conditions, and references from institutions using the same products.

- 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. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Kelly Bannen  
Purchasing Department  
University of Maine  
5765 Service Building  
Orono, Maine 04469  
(207) 581-2612  
Kelly.bannen@maine.edu

The deadline for inquiries is Thursday, March 28, 2013.

The University will respond to written inquiries not later than close of business, Friday, March 29, 2013.

- 1.6 Award of Proposal: Presentations and samples 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/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost proposal/submission if that proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals 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 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 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, 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. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

- 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 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 herein. Any exceptions should be noted in your response.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Non-Responsive Proposals: The University will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.14 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 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 Purchasing Department in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #29-13

- 1.15 Proposal Submission: One (1) **SIGNED** original and one (1) VIRUS FREE CD ROM copy of the complete proposal must be submitted to the Purchasing Department, University of Maine, 5765 Service Bldg., Orono, Maine 04469, in a sealed envelope by 4:30 p.m. April 9, 2013, to be date stamped by the Purchasing Department in order to be considered. All CD copies must either be in Microsoft Office Software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: JPG, GIF, BMP, or TIF. The University prefers images already inserted as part of the document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response. If you have any questions on the CD format please contact Gary Haslam at [gary.haslam@Maine.edu](mailto:gary.haslam@Maine.edu) or (207) 581-2689.

Normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Bidders may wish to call (207) 581-2612 to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. 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. 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.** The envelope must be **clearly** identified on the outside as follows:

Name and Address of Bidder  
Due Date  
RFP #29-13

- 1.16 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.
- 1.17 Pricing: It is the intention of the University to standardize furniture across all residence hall locations on the university campus. As such the successful bidder will be the provider of choice for the quoted residence hall furniture for the next five (5) years. The University makes no guarantees of quantities or total spend over the contract term. Quoted prices will be in effect for a minimum of one (1) year from the effective date of the contract. After this period the University will accept verified manufacturer's price increases to a dealer or verified manufacturing costs to a manufacturer at a maximum of 2% per year. All price increases must be of a general nature and apply to all customers. Notification of price increases must be furnished in writing to the University's Purchasing Department for approval. The University reserves the right to rebid the contract if it does not want to accept price increases. In the event of any commodity price decrease, the Contractor shall promptly notify the University and any decrease in the price shall be reflected in pricing to the University.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Purchasing Department, University of Maine at Orono or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **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.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for a period of five (5 ) years commencing upon signing of the contract.
- 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 **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.
- 2.7 **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 30 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.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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.

- 2.11 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 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, genetic information, 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 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.
- 2.14 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, North Stevens Hall, (207) 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:

<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	\$1,000,000 per occurrence or more

(Including Hired & Non-Owned)

(Bodily Injury and Property Damage)

3. Workers Compensation  
(In Compliance with Applicable State Law)

Required for all personnel

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:

Purchasing Department  
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 statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

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

University of Maine System  
16 Central Street  
Bangor, Maine 04401

- 2.17 Smoking Policy: The University of Maine is a tobacco free campus. This policy applies to faculty, staff, contractors, vendors, and visitors. The use of tobacco and all smoking products is not permitted on any University owned property, which includes but is not limited to buildings, university grounds, parking areas, walkways, recreational and sporting facilities, and University owned vehicles.

Tobacco is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

Additional information regarding the tobacco free campus policy is located at:  
<http://umaine.edu/tobaccofree/>.

- 2.18 Payments: Payment will be upon submittal of an invoice to the address shown on the purchase order 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: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Tailgate delivery to each building on the Orono campus listed below: the two delivery points are within the same area, known as Hilltop Complex.

<b>Building Name</b>	<b>Qty</b>
Knox Hall	300 each
Oxford Hall	300 each

NOTE: Actual number of buildings and locations are subject to change over the term of the contract.

- 3.2 Delivery Schedule: Delivery must be completed no later than **August 9, 2013**. The final delivery sequencing will be negotiated with the Contractor by Jodie Dowling in Auxiliary Services, (207) 581-4850.
- 3.3 Transportation Charges: Over the contract period, quotations must be F.O.B. Destination. Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete a tailgate delivery. Please avoid "over packaging".
- 3.4 Final Acceptance: All work, including the successful delivery and final acceptance, shall be completed by August 9, 2013 unless delivery date in paragraph 3.2 above has been modified.
- 3.5 Warranty: All materials and equipment shall be fully guaranteed against defects for a minimum period of five (5) years following the date of delivery or acceptance. A detailed copy of the manufacturer's warranty must be provided with your proposal.
- 3.6 SPECIFICATIONS: Unless specifically identified as "required" the specifications convey the general style, type, character, and quality of the article desired. Bidders are cautioned to follow the specifications as much as possible understanding that style, design and quality are evaluation criteria. Bidders are also cautioned to provide complete descriptions of the product offered, failure to furnish adequate data for evaluation purposes may result in a proposal being declared non-responsive.

#### **QTY 600, five drawer, Chest of Drawers**

<u>Dimensions:</u>	Depth	32"
	Width	19"
	Height	47"

Construction: Typical methods of construction include screws and pocket screw connections, glued dowel joints, and metal to metal fasteners. All case goods contain four-sided hardwood frames which are lap jointed, glued and stapled in all four corners. All wood components shall be carefully machined and sanded prior to assembly with all exposed edges trimmed.

Product Design: Frames to be made of solid wood and hardwood veneers with high pressure laminate tops, natural wood grain with matching 3mm PVC banding. The University requires five identical and interchangeable



drawers per dresser. Drawer fronts to be smooth. The University prefers pulls cut into the bottom of the drawer front however, other pull configurations will be considered.

Floor glides MUST be of a nylon material. Back panel set into a dado to insure unit stays square.

The University requires solid hardwood drawers assembled with precision finger dovetail joints. The drawers shall run on side mounted heavy-duty ball bearing tracking with 75lb test load capacity or tracking of equal or better holding capacity.

Material: Lumber shall be northern grown solid Red Oak (*Quercus rubra*) hardwood, fully seasoned and kiln dried to moisture content of 5% to 7%. Panels shall consist of planks, no less than 1-inch, or more than 5-1/2 inches in width, selected for appearance and arranged in a random pattern. All material shall be of select quality, free of defects which impair appearance and serviceability.

Finish: Finish materials shall be of best quality to give hard, durable, and smooth liquid resistant finish. All surfaces exposed to view in normal use shall be smoothly machined and sanded. The application of finishing materials shall be controlled to produce items of uniform finish without sags, runs, orange peel, overspray or other defects detrimental to a smooth quality appearance. Finish shall be UV cured urethane and/or water base acrylic. Finishing process shall emit no V.O.C.'s (Volatile Organic Compounds) into the atmosphere.

Veneer Fiber Core: Plain sliced Red Oak face veneers on a 45lb fiber-core center. Items having both sides exposed will have veneer on the back side as well as the face.

Veneer Plywood: Red Oak face veneers on an alternating cross grain pattern hardwood veneer core. All face veneers shall be a minimum of 1/36" thick, A-1 grade, northern Red Oak selected to be free of all visual defects.

Plastic Laminate: High pressure plastic laminate on a 3/4" thick 45-pound particle board or 7 ply plywood core center with a balanced backing sheet.

Identification Stamp or brand each unit with, UM and the year of manufacture (e.g. UM 2013), no larger than 3" (three inches) square, on the upper left-hand side of the dresser's back panel.

## SECTION FOUR

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

4.1 Business Profile: No financial statements are required to be submitted with your proposals, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

4.2 Pricing: FOB destination; tailgate delivery as described in Section 3.0. See paragraph 1.17 above for pricing terms over the initial (one) year of the contract and subsequent four years.

<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
Chest of Drawers	600	\$ _____	\$ _____

4.3 Warranty: Submit copy of warranty that applies to the item being proposed.

4.4 Lead time. State the number of days to delivery after receipt of this order. Note - successful delivery and final acceptance shall be completed by August 9, 2013 as described in Section 3.0.

4.6 Payment Method: Indicate your ability to accept electronic payments. (Section 2.18)

4.7 References: Submit three references with your proposal. These references should be from institutions using the same product that your firm has done business with in the past year. Provide company names with contact person, telephone number and email address.

SIGNATURE PAGE

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

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

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

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

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

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