



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

**REQUEST FOR BIDS (RFB)**

**IN-VESSEL COMPOST UNIT**  
**University of Maine**

**RFB # 31-12**

ISSUE DATE:  
May 7, 2012

BIDS MUST BE RECEIVED BY:  
May 30, 2012, 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 and its Auxiliary Services, is seeking bids for an In-Vessel Compost Unit for recycling food waste and horse bedding and/or wood shavings into a safe, sanitary, soil enrichment additive.
- 1.2 Definition of Parties: The University of Maine 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 Award: Award will be made to the lowest responsible and responsive bidder. The University reserves the right to conduct any tests 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.
- 1.4 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.
- 1.5 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](http://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](mailto:hcwells@maine.edu)

**WRITTEN INQUIRIES SHALL BE SUBMITTED NO LATER THAN MAY 21, 2012**  
**RESPONSES TO INQUIRIES WILL BE SENT NO LATER THAN MAY 23, 2012**

- 1.6 Submission: A **SIGNED** original and one (1) copy 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, Wednesday, May 30, 2012**, 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 check <http://www.maine.edu/alerts/> 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.

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

From _____	5/30/2012	2:00 p.m.	RFB #31-12
Name	Due Date	Time	Bid No.

- 1.8 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.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.10 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.
- 1.11 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.12 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.
- 1.13 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 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 #31-12

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** Richard Guthrie, University of Maine Purchasing Department, shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 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 **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.
- 2.4 **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.
- 2.5 **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.
- 2.6 **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.
- 2.7 **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 **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.
- 2.9 **Sexual Harassment:** The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advance notice. Further information regarding this policy is available from the University's Director of Equal Opportunity, North Stevens Hall, (207) 581-1226.

2.10 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)

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy. 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, ME 04469-5765

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

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

University of Maine System  
16 Central Street  
Bangor, Maine 04401

It is the responsibility of the Contractor to assure that similar coverage's are in place for all persons or companies working for the Contractor.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

2.11 Smoking Policy: The University of Maine is a tobacco-free campus. This policy applies to faculty, staff, students, 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 use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco.

2.12 Payments: Payment will be upon submittal of an invoice to the address provided on the purchase order 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.

- 2.13 Transportation Charges: 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 delivery.
- 2.14 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their 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. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Public Safety Parking Office at 581-4047.
- 2.15 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.
- 2.16 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

#### 3.1 Equipment Specifications: In-Vessel Compost Unit.

3.1.1 Footprint: not to exceed 12' X 45'

3.1.2 Feedstock: four (4) cubic yards, approximately 3,000 pounds per day composed of 1,500 pounds food waste and 1,500 pounds of bulk material in an approximate 1:3 ratio. Carbon sources material will be horse bedding and/or wood shavings.

3.1.3 Operational Capacity: minimum 40 cubic yards.

3.1.4 Processing time: two (2) to three (3) weeks based on loading factor stated in Section 3.1.2.

3.1.5 Electrical: three phase 480v, preferred.

3.1.6 Controls: Programmable Logic Controller (PLC) preferred.

3.1.7 Loading chute: should be covered to bar birds, rodents and precipitation from entering the vessel. Loading will be done with a standard 5' skid steer bucket.

3.1.8 External ambient temperature range: -20 degrees F to 100 degrees F (Northern New England).

3.1.9 Pathogen reduction: Output from the composter must have reached or exceed 131 degrees F for 3 - 5 consecutive days based on the loading factor stated in section 3.1.2.

3.1.10 Finished product: Product leaving the in-vessel system shall require **no** further mechanical management or heating during the curing stage.

3.1.11 Lead time to delivery after-receipt of order (ARO): less than three (3) months preferred.

3.2 Start-up Assistance and Operator Training: A detailed start-up and training plan is required including but not limited to equipment delivery, staffing resources for start-up support training and system testing.

3.3 Warranty: The equipment shall be fully guaranteed against defects for a minimum of two (2) years following date of acceptance.

3.4 Acceptance Tests: The University reserves the right to conduct any test/inspection it may deem advisable to assure equipment shall conform to specifications. Failure to satisfy acceptance testing may result in rejection of the equipment with no financial obligation incurred by the University. Latent defects may result in revocation of acceptance.

3.5 Documentation: The Contractor shall provide complete equipment documentation including technical specifications, maintenance schedules, parts lists and user manuals.

3.6 The Contractor will be required to provide site preparation instructions as well as detailed instructions the unloading, handling and positioning the composter at delivery

## SECTION FOUR

### 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 cost of equipment as specified, including all transportation charges, startup assistance and operator training:  
\$ \_\_\_\_\_
- 4.2 Delivery date after receipt of order (ARO): \_\_\_\_\_  
(Section 3.11)
- 4.3 Payment terms: \_\_\_\_\_  
(Section 2.12)
- 4.4 Payment Method: Indicate your ability to accept electronic payments.  
(Section 2.12)
- 4.5 Provide your plan for startup assistance and operator training.  
(Section 3.2)
- 4.6 Provide information regarding ongoing support and supplemental training resources.  
(Section 3.2)
- 4.7 Provide list of optional equipment.
- 4.8 Provide warranty information.  
(Section 3.3)
- 4.9 Bidders shall provide product literature, cut-sheets or describe how their product meets or exceeds the specifications called out in Section 3.0 of this RFB, not covered in responses to 4.1 through 4.8 above.
- 4.10 References: Provide three (3) references with your bid. These references shall be for institutions or organizations for which the bidder has provided comparable equipment for similar use. Provide company names with contact person, email address (if available) and telephone number.



SIGNATURE PAGE

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

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

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

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

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

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(Cell Phone)

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(E-mail Address)

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(Date)