



REQUEST FOR BIDS (RFB)

RFB #35-12

Refrigerator/Microwave Oven Package

ISSUE DATE:

Monday, June 18, 2012

BIDS MUST BE RECEIVED BY:

Friday, July 6, 2012, 2:00 pm

MAIL OR DELIVER BIDS TO:

University of Maine Purchasing

Attn: Kelly Bannen

5765 Service Bldg

Orono, ME 04469

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine, is seeking bids for one-hundred-twenty-five (125) new, unused, MicroFridge model 2.9MF-7TP, or equivalent, Refrigerator/ Microwave Oven Packages for use in University residence halls.
- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University". Respondents to the RFB shall be referred to as "Bidders". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor".
- 1.3 Evaluation Criteria: Award will be made to the low bidder provided that all of the specifications in Section 3.0 are met or exceeded. If no bidder meets or exceeds all of the specifications then the University will, in its sole discretion, weigh the cost/benefit of the equipment offered against the exceptions.
- 1.4 Alternates: 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 detail 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 bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.
- 1.5 Award: 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 and both out-of-state, the award will be made to the bid that arrives first at the University of Maine Purchasing Department.
- 1.6 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.
- 1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Kelly Bannen
Purchasing Department

University of Maine
5765 Service Bldg
Orono, Maine 04469
(207) 581-2612
kelly.Bannen@maine.edu

1.8 Submission: A **SIGNED** original **and** three (3) copies of the bid must be received at the Purchasing Department, University of Maine, 5765 Service Bldg, Orono, Maine 04469, in a sealed envelope no later than **2:00 P.M. local time, Friday, July 6, 2012**, for a public opening. The bid must be date/time stamped by the Purchasing Department 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 p.m. deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to call 207-581-7669 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**

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

From _____	July 6, 2012	2:00 p.m.	RFB 35-12
Name	Due Date	Time	Bid No.

1.10 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.11 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bid process.

1.12 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.

1.13 Bid Validity: Unless specified otherwise, all bids shall be valid for ninety (90) days from the due date of the bid.

1.14 Errors: Bids may be withdrawn or amended by Bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low Bidder, the Bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

1.15 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the bid may be changed if necessary to allow consideration of the protest and

issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Purchasing Department in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFB #35-12

- 1.16 Group Pricing: The University belongs to or participates in several procurement consortiums such as the Educational and Institutional Cooperative Service, Inc. (E&I), the Massachusetts Higher Education Consortium (MHEC) and U.S. Communities. In addition, the University may use State contracts. Bidders are advised to take into consideration these associations when pricing responses to Requests for Bids.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Purchasing Department 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 RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **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 Purchasing Department. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Delivery Notification:** Tailgate delivery shall be to the University of Maine, Orono, Maine 04469. The Contractor shall notify Jodie Dowling, (207) 581-4850 at least seventy-two hours prior to delivery to confirm receiving hours. Delivery shall be made to the following facilities in accordance with a University issued purchase order:

Building Name:

Aroostook Hall
Kennebec Hall
York Hall

Delivery must be completed no later than Friday, August 10, 2012.

- 2.5 **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.
- 2.6 **Transportation Charges:** Quotes must include 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 on an F.O.B. Destination basis.
- 2.7 **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.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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 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.
- 2.14 Payments: Payment will be upon final acceptance and submittal and approval of an invoice to AP Shared Services 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.
- 2.15 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 bid.**
- 2.16 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.17 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

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

- 2.18 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	\$1,000,000 per occurrence or more

(Written on an Occurrence-based form) (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)

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 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

- 2.19 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.
- 2.20 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.

SECTION THREE

3.0 SPECIFICATIONS:

MicroFridge Model 2.9MF-7TP, or equivalent, Refrigerator/Microwave Oven with the following specifications:

Exterior Color:	Black
Interior Color:	Stay Cool Glacier White
Fridge Capacity:	2.13 cu. ft.
Freezer Capacity:	0.75 cu. ft.
Total Capacity:	2.9 cu. ft.
Internal Safe Plug® Technology:	Yes
Dual Outlet Charging Station:	Yes
Doors:	2
Defrost Type:	Refrigerator, Auto /Freezer, Manual
Freezer Type:	0° Freezer
Microwave Watts Output:	700
Microwave Capacity:	0.7 cu. ft.
Total Height of Combination Unit:	44.13 in
Width:	18.62 in
Depth:	20.12 in
Weight:	84 lbs
Shipping Weight:	96 lbs
Amps:	11
KWH Per Year:	290

SECTION FOUR

4.0 BID CONTENT:

- 4.1 Pricing: Provide the all-inclusive price for tailgate delivery, as described in this document, to the University on an F.O.B. Destination basis for 125 units.
- 4.2 Warranty: Submit copy of the warranty that applies to all items being proposed (Section 2.15).
- 4.3 Lead Time: Affirm your ability to meet the deadline identified in Section 2.4, and identify the latest date that a purchase order must be received from the University in order to meet that deadline.
- 4.4 Specifications: If you are bidding the MicroFridge Model 2.9MF-7TP as described above, without exception(s), detailed specifications are not required. However if you bid an equivalent item or there is/are exception(s) to the specifications then you are required to submit detailed specifications/exception(s).
- 4.5 Payment Method: Indicate your ability to accept electronic payments (Section 2.14).

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)