



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

**Food Service Equipment
University of Maine**

RFB # 24-11

**ISSUE DATE:
June 16, 2011**

**BIDS MUST BE RECEIVED BY:
July 6, 2011, 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 is seeking bids for qualified contractor(s) to furnish all material and labor required for the delivery and installation (installation applies to the food serving line only) of one food serving line, five salad bars and one utility counter for Auxiliary Services operations as described below.
- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University." Respondents to this Request for Bids (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 Evaluation Criteria: Award will be made to the low bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to the ability to meet the University's delivery and (installation for the food serving line) time lines..
- 1.4 Award: The University reserves the right to award this bid on a schedule by schedule basis, or all to one bidder, whichever the University deems to be in its best interest, price and other factors considered. **For this bid, the food service line (4.1) may be awarded separately but the salad bars (4.2) and utility counter (4.3) must be from the same manufacturer and will be awarded to one 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 in-state or out-of-state, the award will be made to the bid that arrives **first** at the Office of Strategic Procurement.
- 1.5 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.
- 1.6 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: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu
- 1.7 Submission: A **SIGNED** original and three (3) copies 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, July 6, 2011**, 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.**

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

From _____	July 6, 2011	2:00 p.m.	RFB 24-11
Name	Due Date	Time	Bid No.

- 1.9 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.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.11 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.
- 1.12 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.13 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.
- 1.14 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.

1.15 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 Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFB #24-11

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Maine's Director of Purchasing & Resource Efficiency or her designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **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.
- 2.3 **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.
- 2.4 **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.
- 2.5 **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 **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.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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.

- 2.11 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, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 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 advance notice. Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall, Orono, ME, (207) 581-1226.

- 2.13 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 (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:

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

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

- 2.14 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.

- 2.15 **Payments:** Payment will be upon submittal of an invoice to the address provided 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: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.16 **Furnish and Install:** The Food Service Line (4.1) on this bid will be provided on a Contractor furnish and install basis. 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 (site location). 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.
- 2.17 **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.
- 2.18 **Delivery and Installation:** Delivery and installation of the food service line is **preferred** prior to Friday, August 26, 2011. Delivery of the salad bars and utility counter is **required** no later than Friday, August 19, 2011.
- 2.19 **Transportation Charges:** Quotations 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.

SECTION THREE

3.0 SPECIFICATIONS

- 3.1 Food Serving Line: The Contractor shall furnish all labor, equipment and materials for the delivery and installation of a food serving line as specified on the attached CAD drawing. All laminated surfaces, except the pizza unit, shall be Corian Oat. All plastic laminated front and end pieces shall be Pionite Nubian Brown, #ST604 Suede. The pizza unit shall have a cutting board surface. Completed installation of the food service line is **preferred** by Friday, August 26, 2011. Delivery and installation shall be to York Dining, 5783 York Hall, University of Maine, Orono, Maine, 04469-5783.
- 3.2 Salad Bars and Utility Counter: The Contractor(s) shall furnish a total of five (5) salad bars and one (1) utility counter as specified in Attachment A. Delivery is **required** on or before Friday, August 19, 2011.
- 3.2.1 The laminate on three salad bars shall be Pionite Nubian Brown #ST604 Suede. Sneeze guard frames shall be polished tubular stainless steel. Units shall be delivered to York Dining, 5783 York Hall, University of Maine, Orono, Maine, 04469.
- 3.2.2 The laminate on two salad bars shall be Nevamar Raven, #NS6033T V3. Sneeze guard frames shall be powder-coated black. Units shall be delivered to Hilltop Dining, 5734 Hilltop, University of Maine, Orono, Maine, 04469.
- 3.2.3 The utility counter laminate finish shall be Pionite Nubian Brown #ST604 Suede and shall be delivered to York Hall.
- 3.3 Delivery: Delivery of equipment shall include but not be limited to:
- Coordinating the shipping, delivery and installation dates with the Contract Administrator;
 - Handling of damage claims and manufacturer's errors;
 - Providing installation follow-up for adjustments, fine-tuning and touch-ups;
 - Promptly resolving shortages, damages or other problems related to the installation
- 3.4 Applicable Codes and Standards: All equipment shall be new and unused, shall be current models at the time of delivery, and shall comply with the latest current standards as applicable to the manufacture, fabrication and installation of the equipment.
- 3.5 Electrical and Plumbing Services: The University shall provide all electrical and plumbing services including wiring to and final connections for all foodservice equipment.
- 3.6 Notifications: The Contractor(s) shall coordinate deliveries and installation schedules with the University contact listed below and shall provide shipment notification at least twenty-four hours prior to delivery.
- Larry Violette
Purchasing Manager for Auxiliary Services
Phone: 207-581-4577
Email: larryv@maine.edu
- 3.7 Manuals: Two copies of operation, maintenance and parts manuals shall be provided for all equipment.
- 3.8 Warranty: Equipment shall have a minimum of one year parts and labor warranty.

SECTION FOUR

4.0 BID FORM:

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.

**BID ON ALL: 4.1, 4.2 AND 4.3;
OR 4.1 ALONE;
OR 4.2 AND 4.3 TOGETHER**

The food service line (4.1) may be awarded separately but the salad bars (4.2) and utility counter (4.3) must be from the same manufacturer and will be awarded to the same bidder. Pricing information (response to 4.1; 4.2 and 4.3 below) shall be provided on this form. Additional information including responses to 4.4 through 4.8 below, alternate specifications or exceptions may be provided on a separate sheet and shall be marked with the corresponding item number. Specification sheets for all equipment components shall be provided as separate attachments.

BIDDER'S COMPANY NAME: _____

4.1 Food Service Line

Manufacturer: _____
Total Cost, Delivered and Installed \$ _____
Completion Date (delivery and installation) _____
PREFERRED: NO LATER THAN August 26, 2011

4.2 Salad Bar (quantity = 5)

Manufacturer: _____
Total Cost, Delivered \$ _____
Completion Date (delivery and installation) _____
REQUIRED: NO LATER THAN August 19, 2011
Optional: 5-year warranty on compressors \$ _____

4.3 Utility Counter (quantity = 1)

Manufacturer: _____
Total Cost, Delivered \$ _____
Completion Date (delivery and installation) _____
REQUIRED: NO LATER THAN August 19, 2011

- 4.4 Bidders shall provide complete warranty information, including term of warranty, on all equipment offered. Equipment shall have a minimum of one year parts and labor warranty. Quotes for an optional 5-year warranty on salad bar compressors shall be provided (see 4.2 above).
- 4.5 Energy Star Compliance: The University prefers to buy products that are Energy Star Compliant whenever possible. Please provide all pertinent and verifiable information with regard to Energy Star Compliance. 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. Verification from the manufacturer of Energy Star Compliance must be provided.
- 4.6 Payment Method: Indicate your ability to accept electronic payments. (Section 2.15)

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

ATTACHMENT A

SALAD BAR SPECIFICATIONS (QUANTITY: 5)

Equivalent to or exceeding specifications of the Atlas Metal Industrial MODEL CARM-5 salad bar, with required dimensions of 30 ½" W x 77 ½" L x 35" H. Frame construction shall be of high-tinsel aluminum square tubing 1 ¼" x 1 ¼" fully welded, ground and polished to a uniform finish. The top frame shall be constructed of 16 gauge type 304 stainless steel, die formed, welded, ground and polished. It is to have a 1 ½", 90° turn down with a 90° 1" return for added strength. The top frame shall be smooth to the touch with no sharp edges. All counters are to have slide out panels once the top frame is removed and 5" recessed casters with wrap around bottom skirting. All end panels shall have vents.

The sneeze guard frame is to be constructed of 1" OD welded and polished tubular stainless steel which shall hold ¼" thick tempered glass on top with extensions and ends. It is to be mounted to the top frame of the counter with stainless steel brackets.

Mechanically Refrigerated Cold Pan

The top frame is to be constructed of 18 gauge, type 304 stainless steel, die stamped with a raised perimeter bead. There shall be a solid vinyl gasket under the beaded edge to form a seal to the counter top. The entire cold pan shall be removable from the counter without using tools.

The inner liner is to be 18 gauge, type 304 stainless steel with a 3" recessed top, one piece construction, all welded, ground and polished to a uniform finish. The inner liner shall not be die stamped. All corners are to be covered with a minimum ¼" radius. The refrigeration copper tubing is to be firmly soldered to the bottom and sides of the liner and covered with an adhesive, insulated compound. The next insulation layer is to be high density polystyrene, 1" thick on the sides and 2" thick on the bottom. The insulation is to be enclosed with a 22 gauge outer liner.

The compressor housing shall be fabricated from formed angles and bolted to the bottom of the cold pan. A fully self-contained condensing unit is to be provided with a hermetically sealed compressor and digital electronic thermostat. Quantity of one (1) thermometer. The ½ H.P. system is to be fully charged with HFC refrigerant and ready to operate. It shall be supplied with a 6 ft long, 3 wire, cord and plug (NEMA 5-15P), wired for 15 amps, 120 volt, single phase operation. It shall have an on and off switch and pilot light.

3 of the 5 salad bars shall be LAMINATE FINISH PIONITE NUBIAN BROWN #ST604 SUEDE with stainless steel sneeze guard frames.

2 of the 5 salad bars shall be LAMINATE FINISH NEVAMAR #NS6033T V3 RAVEN with powder-coated black sneeze guard frames.

UTILITY COUNTER SPECIFICATIONS (Quantity: 1)

Equivalent to or exceeding specifications of the Atlas Metal Industrial MODEL # CAFT-5, with required dimensions of 30 ½" W x 77 ½" L x 35" H, The counter shall be of the same construction as the Salad Bar with the same type of sneeze guard, without refrigeration. It shall have a solid 304 stainless steel top and removable stainless steel under-shelf. LAMINATE FINISH PIONITE NUBIAN BROWN #ST604 SUEDE

