



**REQUEST FOR PROPOSAL (RFP)**

**RFP # 32-12**

**Residence Hall Furniture**

**ISSUE DATE:**

**05/29/2012**

**PROPOSALS MUST BE RECEIVED BY:**

**06/15/2012**

**MAIL OR DELIVER PROPOSALS TO:**

**Kelly Bannen  
University of Maine Purchasing  
5765 Service Bldg  
Orono, ME 04469**

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System acting on behalf of the University of Maine is seeking proposals for the provision of residence hall furniture.

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 System will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The University is furnishing table desks, 3-drawer chests, and wardrobes for approximately six (6) residence halls.
- 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, lead time, warranty, style, design, comfort, 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). 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

- 1.6 Award of Proposal: The University reserves the right to award this proposal on a schedule-by-schedule basis, price and other factors considered. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for 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 an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 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 Samples: Bidders may be asked to provide a sample for each item offered prior to award. Samples shall be exact and true representatives of the material offered. Each sample shall be properly tagged or labeled with the name of the bidder, the proposal opening date, and the specific commodity or item number. Samples shall be provided at no cost to the University. In the event the delivered product fails to conform to the sample provided, the Contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the University.

If requested, Bidders will be allowed two (2) weeks to provide samples unless additional time is granted by the University at the time the request for samples is made.

- 1.12 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.
- 1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 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 University of Maine Purchasing Department. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the proposal 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, RFP #32-12

- 1.15 Proposal Submission: A **SIGNED** original and two (2) copies of the proposal must be submitted to the Purchasing Department, University of Maine, 5765 Service Bldg, Orono, Maine 04469, in a sealed envelope **by June 15, 2012**, to be date stamped by the Purchasing Department in order to be considered. 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 of Bidder  
Address of Bidder  
Due Date  
RFP #

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**.

- 1.16 Errors: Proposals may be withdrawn or amended by Bidders at any time prior to the proposal due date/time. After the proposal due date/time, proposals may not be amended. If a significant mistake has been made the Bidder will be given the option of selling at the price given or withdrawing the proposal. If an extension error has been made, the unit price will prevail.
- 1.17 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), National Joint Powers Alliance (NJPA), National Intergovernmental Purchasing Alliance (NIPA), and U.S. Communities. In addition, the University may use State of Maine contracts. Bidders are advised to take into consideration these associations when pricing responses.
- 1.18 Pricing: It is the intention of the University to standardize furniture across all dorm locations on the University's Campus. As such the successful bidder will be the provider of choice for the quoted dorm furniture for the next five (5) years. The University makes no guarantees of quantities or total spend over that time frame. 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 Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract 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 University of Maine's Purchasing Department. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **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.
- 2.4 **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 University of Maine's Purchasing Department.
- 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 **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.
- 2.7 **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.
- 2.8 **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.

2.9 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 advanced notice.

Further information regarding this policy is available from:

The University of Maine  
Karen Kemble  
Director of Equal Opportunity  
North Stevens Hall  
(207) 581-1226

University of Maine System  
Sally Dobres  
Director of Equity and Diversity  
(207) 973-3372

2.10 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.

2.11 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 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 Bldg  
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  
16 Central Street  
Bangor, Maine 04401

- 2.12 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.

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Contract Administration: Kelly Bannen, University of Maine's Purchasing Department, (207) 581-2612, or designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 3.2 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.
- 3.3 Furnish: Tailgate delivery to each building listed below:

**Building Name:**

Knox Hall  
Penobscot Hall  
York Hall  
Hart Hall  
Balentine Hall  
Chandler (DTAV)

NOTE: Actual number of buildings and locations are subject to change.

Delivery notification must be made to Jodie Dowling, (207) 581-4850, at least 72 hours prior to delivery.

- 3.4 Delivery Date: Delivery must be completed no later than **August 10, 2012**. It is our intent to make an award and submit a purchase order to the successful bidder no later than June 20, 2012, unless samples are requested. Alternative delivery date may be negotiated in the event time is necessary to receive and evaluate samples.
- 3.5 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 a tailgate delivery. Please avoid over packaging material.
- 3.6 Final Acceptance: All work, including the successful conclusion of final acceptance, shall be completed by August 10, 2012 unless delivery date in Section 3.4 has been modified. It is understood and agreed by the Contractor that time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in this document.
- 3.7 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.**



## SECTION FOUR

- 4.0 SPECIFICATIONS: Represents a basis for specifications only. 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 specifications, type, character, and quality of the article desired. Bidders may quote alternative brands, considering quality, economy of operation, and suitability for the purpose intended. Acceptance of alternative items proposed is at the sole discretion of the University. It is the bidder's responsibility to clearly and specifically describe the product being offered and to provide sufficient descriptive literature, catalog cuts and technical material and construction details 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 a proposal being declared as non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "equal" or "alternate" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

### **SCHEDULE I - QTY 859 Ea. Table Desks**

<u>Dimensions:</u>	Depth	24"
	Width	42"
	Height	30"
<u>Construction:</u>	Aprons are assembled with 3-1/2" x 5" wood corner blocks screwed in the corners. Legs are secured to the assembly by inserting threaded bolts thru the wood corner blocks and into threaded inserts in the legs. The top is secured to the aprons with pocket screws.	
<u>Material:</u>	Core	3/4" thick 45 pound particle board or 7 ply plywood
	Top	3/4" High Pressure laminate w/ PVC edgebanding
	Legs	2"x 2" Solid Red Oak
	Aprons	3/4" x 4" Solid Red Oak
	Lower Spreaders	1" x 2-1/4" Solid Red Oak
	Floor Glides	Metal
<u>Finish:</u>	Finish materials shall be of best quality to give hard durable 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 be environmentally friendly and emit no Volatile Organic Compounds (V.O.C.'s) into the atmosphere.	

**SCHEDULE II - QTY 44 Ea. Chests, Stackable 3-Drawer**

<u>Dimensions:</u>	Depth	23-3/8"
	Width	31"
	Height	28"

Construction: Back and sides shall be joined using two internal frames which are placed at the top and bottom and screwed to the sides, back, and top of the case.

Top shall be in-set to the sides to allow for stacking and fastened with three wood-screws along each side of the upper frame.

Drawer boxes shall be finger dovetailed at the front and back with the bottom fastened into dado grooves on all four sides. Dovetails shall be tight and well fitted. Drawer fronts shall have full length finger pulls top and bottom.

<u>Material:</u>	Core	3/4" thick 45 pound particle board or 7 ply plywood
	Top	3/4" High Pressure laminate with PVC edgebanding
	Sides	3/4" Solid Red Oak
	Frames	Internal 3/4" hardwood four-sided
	Back	3/4" Oak Veneer
	Drawer Fronts	3/4" Solid Red Oak
	Drawer Sides	12mm Multi-ply Baltic Birch hardwood
	Drawer Back	12mm Multi-ply Baltic Birch hardwood
	Drawer Bottom	1/4" Oak hardboard
	Drawer Slides	KV #1300
	Floor Glides	PVC Strip along bottom

Finish: Finish materials shall be of best quality to give hard durable 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 be environmentally friendly and emit no Volatile Organic Compounds (V.O.C.'s) into the atmosphere.

**SCHEDULE III - QTY 44 Ea. Wardrobes, 1-door with Closet Rod, Two Lower Shelves and Casters**

<u>Dimensions:</u>	Depth	25"
	Width	23-3/4"
	Height	75-1/8"

Construction: The case is assembled by attaching 3/4" x 3/4" hardwood cleats to all case joints with 1 1/4" #8 screws.

Solid Oak spreaders reinforce the wardrobe front opening at the top and bottom.

Casters are mounted to the base of the unit with thru bolts.

Door pulls are routed hand holes.

<u>Material:</u>	Top	3/4" Oak Veneer on MDF Core
	Sides	3/4" Oak Veneer on MDF Core
	Bottom	3/4" Oak Veneer on MDF Core
	Door	3/4" Oak Veneer on MDF Core
	Spreaders	3/4" Solid red oak
	Back	3/4" Oak Veneer on MDF Core
	Shelves	3/4" Oak Veneer on MDF Core
	Cleats	3/4" x 3/4" Hardwood
	Door Hinges	270 degree full overlay heavy duty hinge brass finish, per door
	Door Catch	Heavy Duty Magnetic Catch
	Closet Rod	Adjustable chrome closet rod
	Floor Glides	Dual wheel casters – lockable

\*\* All exposed Oak Veneer edges are edgebanded with solid Oak.

## SECTION FIVE:

### 5.0 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. 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.

5.1 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.

### 5.2 PROPOSAL SUBMITTAL:

<u>ITEM DESCRIPTION</u>	<u>Schedule</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Desk	I	859	\$ _____	\$ _____
Chest	II	44	\$ _____	\$ _____
Wardrobe	III	44	\$ _____	\$ _____
<b>TOTAL:</b>				<b>\$ _____</b>

5.3 Warranty: Submit copy of the warranty that applies to all items being proposed.

5.4 Lead Time: State the number of days to delivery after receipt of the order: \_\_\_\_\_

5.5 Specifications: Submit detailed material & construction specifications.

5.6 Green Purchasing Policies: The University is moving towards including Recycled and Environmentally preferred products as evaluation criteria within its proposals. The following section is included for information only:

5.6.1 Recycled Material Content Alternate: The University wishes to buy as many products as possible with a recycled material content. Alternates must meet or exceed EPA procurement guidelines. The University in its sole discretion will determine if your submission is equal to that specified, considering quality, and suitability for the purpose intended. 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.

5.6.2 EPP Commitment: The University has made a commitment to purchase Environmentally Preferred Products (EPP) to the extent possible and to buy from

vendors who are being good stewards of the environment as well. To that end we ask that you provide us with information that will help us to do that in the future. Please submit with your proposal the ways in which your company is working to be better stewards of the environment. If that information is on your website, please provide us with the web address. Include:

- 1) Products that display one or more positive environmental attributes (recycled content, energy or water efficiency, low toxicity or biodegradability).
- 2) Products that generate less waste by containing less packaging or by being more durable, reusable or remanufactured.
- 3) Products that meet certain environmental criteria during production (chlorine free, wood from a managed sustainable forest.)
- 4) If you will reclaim or take back items (batteries, electronics, carpeting, oil products, tires and toner cartridges).
- 5) Any credentials or awards you have received for being good stewards of the environment.

5.7 Payment Method: Indicate your ability to accept electronic payments. (Section 3.2)

5.8 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year on projects with a similar scope to this one. Provide company names with contact person and telephone number.

## SIGNATURE PAGE

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

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

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

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

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

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

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

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