



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Bid (RFB)

RFB #084-2018  
Breathing Air Compressor  
University of Maine Darling Marine Center

**Issued Date:** June 12, 2018

**Public Bid Opening Date/Time:** June 20, 2018 2:00 PM EST

**Response Submission Information:**

University of Maine System  
Office of Strategic Procurement  
Attn: Ryan Ward, Sourcing Manager  
5761 Keyo Building  
Orono, ME 04469-5761

**Response Contact Information:**

Strategic Sourcing Manager: **Ryan Ward**  
Email: [roger.ward@maine.edu](mailto:roger.ward@maine.edu) Phone: **(207) 581-2712**

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## SECTION 1

### 1.0 General Information

#### 1.1 Purpose

The **University of Maine Darling Marine Center** is seeking bids to provide **Breathing Air Compressor** as defined in this document. This document provides instructions for submitting bids, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

For over 50 years, UMaine scientists and students have been using diving as a research tool. UMaine divers perform work in various waters worldwide and are some of our most recognized faculty and researchers. The UMaine Scientific Diving Program supports this work by facilitating safe and effective scientific diving operations, and promoting and providing accessible diver training opportunities. The Darling Marine Center (DMC) serves as the home of the UMaine Scientific Diving Program and location from which the majority of academic and scientific diving takes place.

The DMC breathing air compressor is vital to the success of our diving operations. Installed in 1989, this unit has supported countless hours of underwater research. In the past 10 years alone, UMaine scientific divers have conducted over 6,585 dives, 2,261 of which were performed by students in our academic scientific diving course.

#### 1.2 Scope of Work / Specification

The University is using the High Pressure Breathing Air Compressor at the Darling Marine Center located in Walpole, Maine. The University seeks a high pressure breathing air compressor with additional equipment. Installation is to be included in the specification with exception of electrical connection. See Appendix C for equipment specifications.

#### 1.3 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document 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."

#### 1.4 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document

#### 1.5 Evaluation Criteria

Award will be made to the low bidder provided that all other requirements are satisfactorily met, as outlined in this document.

No Best and Final Offers: The University will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

## 1.6 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Deadline for Written Communication	<b>June 13, 2018 End of Business</b>
Section 1, 1.6	Response to Written Communication	<b>June 14 2018 End of Business</b>
Section 1, 1.16	Deadline for Bid Submission	<b>June 20, 2018 2:00 PM EST</b>
	Award Announcement ( <b>subject to change</b> )	<b>June 22, 2018</b>

## 1.7 Communication with the University

It is the responsibility of the bidder to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Failure to comply with this requirement could result in disqualification from further consideration.

Refer to table in **Section 1, 1.5 Timeline of Key Events** for deadline requirements.

## 1.8 Award

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Contract to that/those bidder(s). While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award contract(s) to one or multiple vendors, which may include awards to bidders for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Bidder to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this

request or reject any or all responses 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.

## 1.9 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at [http://staticweb.maine.edu/wp-content/uploads/2015/07/APL\\_VII-A\\_20150630-FINAL.pdf?565a1d](http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d)

## 1.10 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. Such request will be made by submitting a written request to the individual noted in the **Response Contact Information** shown on the cover sheet of this document, with a copy of the request to the successful Respondent.

After the protest period has passed and the Agreement is fully executed, the winning response 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 portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

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

## 1.11 Costs of Preparation

Bidder assumes all costs of preparation of the response and any presentations necessary to the response process.

### 1.12 Debarment

Submission of a signed response 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 Response Understanding

By submitting a response, 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.

### 1.14 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

### 1.15 Non-Responsive Responses

The University will not consider non-responsive responses, i.e., those with material deficiencies, omissions, errors or inconsistencies.

### 1.16 Response Submission

A **SIGNED** original and one virus-free electronic copy (thumb drive) must be made using the **Response Submission Information** provided on the cover sheet of this document.

The response must be provided in a sealed envelope by the **Response Deadline Date/Time** provided on the cover sheet of this document. Response provided will be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.

**FAXED OR E-MAIL RESPONSES WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

**Name of Bidder**  
**Address of Bidder**  
**June 20, 2018 2:00 pm**  
**RFB #084-2018**

**The University will hold a Public Opening June 20, 2018 at 2:00 pm located  
in the Keyo Building Conference Room 100.**

### 1.17 Authorization

Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

## **SECTION 2**

### **2.0 General Terms and Conditions**

#### **2.1 Contract Administration**

The Office of the Chief Procurement Officer or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.

#### **2.2 Contract Quantities**

The quantities shown on the cost response form are approximate only. The contractor 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.

#### **2.3 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 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.

#### **2.5 Cancellation/Termination**

If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seventy-two (72) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

#### **2.6 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.

#### **2.7 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.



## **2.8 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.

## **2.9 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.

## **2.10 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.

## **2.11 Pricing**

All prices quoted shall remain firm for the entire term of the agreement.

## SECTION 3

### 3.0 Response Submission Requirements

This section contains instructions for Bidders to use in preparing their responses. The Bidder's response must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response. Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

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

### 3.1 General Format Instructions

- 3.1.1 Responses are to be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the sections of the response. Manuals and other reference documentation may be bound separately.
- 3.1.2 All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- 3.1.3 Bidders must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Bidder's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 3.1.4 It is the responsibility of the Bidder to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration.
- 3.1.5 The Bidder may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response

and will not be returned. Bidders shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

- 3.1.6 Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.
- 3.1.7 Bidders are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.

### **3.2 Content Format Instructions**

The response shall be submitted under the same cover at the same time, as listed below:

- 1. **Appendix A** – University of Maine System Response Cover Page and table of contents.
- 2. **Appendix B** - Debarment, Performance and Non-Collusion Certification
- 3. **Appendix C** - Provide response for Pricing and Trade in
- 4. Any remaining attachments required as part of the response.

**Bidders need to submit pages 14 through 17 ONLY**

## SECTION 4 - REQUIREMENTS

### 4.0 Costs

Bidders shall ensure that all information required herein is submitted with the response. 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 response 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 Cost Response

#### 4.1.1 General Instructions:

- 4.1.1.1 The Bidder must submit a cost response that covers the entire period of the contract, including any optional renewal periods.
- 4.1.1.2 The cost response shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and requirements.
- 4.1.1.3 Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the response from consideration, at the discretion of the University.
- 4.1.1.4 No costs related to the preparation of the response for this document or to the negotiation of the contract with the University may be included in the response. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

#### 4.1.2 Cost Response Form Instructions – Appendix C

- 4.1.2.1 The Bidder **MUST** fill out **Appendix C**, following the instructions detailed in Appendix C.

## **SECTION 5**

### **5.0 List of Appendices and Related Documents**

This section lists documents which are included.

- 5.1 Appendix A – University of Maine System Response Cover Page
- 5.2 Appendix B – Debarment, Performance and Non-Collusion Certification
- 5.3 Appendix C – Cost Response Form
- 5.4 Exhibit 1 – Pricing

## Appendix A – University of Maine System Response Cover Page

**RFB #084-18  
Breathing Air Compressor Replacement UMaine DMC**

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's response.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

*To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Typed)

**Appendix B – Debarment, Performance and Non-Collusion  
Certification**

**University of Maine System  
DEBARMENT, PERFORMANCE and NON-COLLUSION  
CERTIFICATION  
RFB #084-18  
Breathing Air Compressor Replacement UMaine DMC**

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

Appendix C - Cost Response Form

University of Maine System COST RESPONSE FORM

RFB #084-18 Breathing Air Compressor Replacement UMaine DMC

Bidder's Organization Name:

GENERAL INSTRUCTIONS:

IMPORTANT – Please do NOT change any formatting on the response sheet in any manner.

Respondents are required to submit all costs associated with the stated product / service.

Respondents are required to attach detailed specifications informational documentation of item(s) submitted in bid for the University to determine item(s) meet specification requirements. Include, but not limited to, make, model, delivery lead time, etc.

Breathing Air Compressor

10HP, 13 SCFM, High Pressure Breathing Air Compressor Package, 230V - 1 Phase – 60Hz with added SECURUS Monitor (provides 67,000 cubic feet of purified Breathing Air), Interstate Gauges, Automatic Condensate Drain, PLC Based Controller, NEMA 4 with UL Panel, E-Stop, Final Pressure Switch, Oil Pressure & High Temp Shut Down \$

Fill Panel with four (4) Bank Cascade Controls to fill four (4) SCUBA tanks simultaneously \$

Installation – All Materials, Hoses, Fittings, and Labor to connect Components together and tie into the existing Storage Cylinders (Does not include electricals) \$

Discount (if applicable) \$

Freight (FOB) \$

TOTAL BID: \$

Payment Terms:

QUOTES VALID FOR 90 DAYS



## SIGNATURE PAGE

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

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

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

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

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