



**Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937**

**Competitive Bid
Request for Proposal
This is Not an Order**

Mettler Auto*Therm 395

Date:	27 October, 2015
Pre-Bid Meeting	Not Applicable
Proposals Due On:	2 November, 2015 by 3:00 p.m.
Return Proposals To:	Kennebec Valley Community College Attn: Verla Ubert Physical Therapy Department 92 Western Avenue Fairfield, Maine 04937
Telephone:	(207) 453-5147
Email:	vubert@kvcc.me.edu

Competitive Bid Request for Proposal: Mettler Auto*Therm 395

1.0 Overview

Kennebec Valley Community College (KVCC) is requesting proposals for the purchase of a new Mettler Auto*Therm 395 for the Fairfield Campus located at 92 Western Avenue in Fairfield, Maine. The Mettler Auto*Therm with two treatment arms, two 13 cm diameter condenser applicators and cables and one 14 cm diameter inductive coil applicator and cable will be used in the Physical Therapy Assistant Program to provide students with more functional and industry specific equipment.

A detailed explanation of the scope and specifications is contained in **Section 3.0, Scope and Specifications**. Preference will be given to the proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 6.0, Interpretation of Contract Documents**, apply. KVCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

Please refer to Enclosure 1: **Standard Terms and Conditions Applicable to All MCCS Contracts**.

2.0 Schedule

Proposal Due On: 2 November, 2015 by 3:00 p.m.

Review of Proposals: 3 November, 2015

Notification of Award: 4 November, 2015

Contacting references may require this period to be extended.

3.0 Scope & Specifications

3.1 Background

KVCC is a commuter college with two (2) campuses: a sixty-acre campus in the town of Fairfield, mid-Maine and over 500 acres of land and more than a dozen structures in Hinckley, Maine. The latter is six (6) miles from the main campus in Fairfield. The College is a public, non-profit, post-secondary institution which has strived to meet the educational needs of mid-Maine residents for over forty-three years.

3.2 Scope

Supply and delivery of a Mettler Auto*Therm 395 for student use in the Physical Therapy Assistant Program.

3.3 Specifications

The following specifications are minimum acceptable requirements. Any specific reference to manufacturer(s) and/or catalog/model/stock numbers provided is to establish the design, type of construction, quality, functional capability and performance level desired. The bidder may offer an alternate product believed to be an equal. Any alternate product(s) bid must be clearly identified by manufacturer and catalog, model or stock number. Adequate detailed specifications of the product offered must be included with your bid to establish equivalency and to ensure that the product being bid meets all specifications.

- a. Mettler Auto*Therm 395 must be new
- b. Two treatment arms
- c. Two 13 cm diameter condenser applicators with cables
- d. One 14 cm diameter inductive coil applicator with cable
- e. Meet Class I safety standards
- f. HF Peak output of 400 W
- g. Frequency of 27,12 MHz
- h. Pulse frequency of 70 Hz / 350 Hz
- i. Pulse duration range of 2 ms / 0,4 ms
- j. List of other available attachments priced separately

4.0 Bid Review and Evaluation

Proposals will be evaluated by the following criteria:

- a. Cost (including any and all discounts)
- b. Specification match
- c. Past performance
- d. References
- e. Comparative analysis of proposals

5.0 Examination of Specifications

Each bidder or his authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to the proposal being requested. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. KVCC reserves the right to accept or reject any and all bids in part or in whole.

6.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more days before the proposal due date and submitted to:

Verla Ubert
Physical Therapy Department
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937

or via email yubert@kvcc.me.edu

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

7.0 Preparation of Bids

KVCC seeks a Proposal that meets the specifications noted in this RFP. KVCC will review all proposals. The bidder shall include with the proposal any terms and conditions specific to their proposal.

Each valid proposal should include:

- The contractor's name(s)
- Contact information (address, phone, fax and email)
- Company quote with detailed specifications and pricing listed
- Company specific terms and conditions

The proposal(s) should include a stated price or prices for (inclusive of all known or unknown costs associated with existing laws or government impositions) the relevant term of the proposal(s).

8.0 Submission of Bid

The Proposal, which must be signed by a person having proper authority to legally obligate the offering company, along with any additional supporting material, **must be received no later than November 2, 2015 by 3:00 p.m.**

All proposals are to be clearly marked “Mettler Auto*Therm 395” and submitted to:

Mail proposals to:

Kennebec Valley Community College
Attn: Verla Ubert, Physical Therapy Department
92 Western Avenue
Fairfield, Maine 04937

Proposals may also be e-mailed to vubert@kvcc.me.edu.

9.0 Withdrawal of Bids

All proposals must be valid for at least ten (10) days after the proposal due date, after which time proposals shall expire unless the proposer had been notified and agrees to an extension. KVCC reserves the right to modify or withdraw this invitation, to reject any or all proposals, and to terminate any subsequent negotiations at any time. KVCC also reserves the right to choose the proposal that best meets the needs of its facility and training programs.

10.0 Taxation and Compliance

MCCS d/b/a KVCC is an educational institution organized under the laws of the State of Maine and so its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

Dated: 27 October, 2015

By:

Verla Ubert, Physical Therapy Department
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937
(207) 453-5147
Email: vubert@kvcc.me.edu

Enclosure: 1. Standard Terms and Conditions Applicable to All MCCS Contracts

27 October, 2015

Kennebec Valley Community College
Competitive Bid Request for Proposal
Mettler Auto*Therm 395

Enclosure 1

**NOTICE TO ALL BIDDERS REGARDING CONDITIONS ON BIDS
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL KVCC CONTRACTS**

The following Kennebec Valley Community College (KVCC) standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of KVCC. These terms and conditions derive from the public nature and limited resources of KVCC.

KVCC DOES NOT AGREE TO:

1. provide any defense, hold harmless or indemnity;
2. waive any statutory or constitutional immunity;
3. apply the law of a state other than Maine;
4. procure types or amounts of insurance beyond those KVCC already maintains or waive any rights of subrogation;
5. add any entity as an additional insured to KVCC policies of insurance;
6. pay attorneys' fees or costs for any other entity;
7. promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. permit an entity to change unilaterally any term or condition once the contract is signed; and
9. automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other like offer to do business with KVCC, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated either expressly or by reference to this notice into any agreement entered into between KVCC and your entity, and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of KVCC any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize KVCC to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless KVCC in any and all legal actions that seek to compel KVCC to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between KVCC and your entity.