



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS (RFB)

CARGO VANS
University of Maine

RFB # 11-16

ISSUE DATE:
August 5, 2015

BIDS MUST BE RECEIVED BY:
August 18, 2015 (2:00 p.m.)

Vans For Immediate Delivery (Week of 8/24/15)

DELIVER BIDS TO:

University of Maine System
Office of Strategic Procurement
Attn: Gregg Allen
37 College Avenue
104 Anderson Hall
Gorham, ME 04038

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine is seeking bids for (3) new cargo vans as described in Section Three.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidder(s)" or "bidders". The Bidder to whom the contract is awarded shall be referred to as the "Contractor or Contractors."
- 1.3 Scope of Work: Order, assemble, calibrate, and deliver, new vehicles as outlined in Section Three of this RFB.
- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met.
- 1.5 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.
- 1.6 Award: The University reserves the right to award contracts to multiple bidders, if such awards are in the best interest of the University. 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/ submissions, in whole or in part and is not necessarily bound to accept the lowest bid/ submission if that bid/ submission is contrary to the best interests of the University. The University is concerned about potential prohibitive costs in travel and labor to transport this vehicle and its components for warranty service on the vehicle and components purchased as a result of this bid. Bidders shall address this concern in their response. This is an evaluation criteria - cost.

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 or both out-of-state, the award will be made to the bid that arrives **first** at the Purchasing Office.

NOTE: Vans are needed for immediate delivery (Week of 8/24/15)

- 1.7 Award Protest: Bidders 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. The protest must contain a statement of the basis for the challenge.

- 1.8 Confidentiality: The information contained in bids submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning bids 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.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), [1 MRSA §401 et seq.](#) As a condition of accepting a contract under this section, a contractor 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.

- 1.9 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.
- 1.10 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. 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 to:

University of Maine System Office of Strategic Procurement
Attn: Gregg Allen
37 College Avenue
104 Anderson Hall
Gorham, ME 04038
Gregg@maine.edu

The deadline for inquiries is August 10, 2015. The University will respond to written inquiries not later than close of business, August 13, 2015.

- 1.11 Submission: One (1) SIGNED original of the complete bid must be submitted to the Office of Strategic Procurement, 37 College Avenue, 104 Anderson Hall, Gorham, ME 04038 in a sealed envelope by **2:00 p.m. August 18, 2015**, for a public opening. The bid must be date stamped by the Office of Strategic Procurement in order to be considered. **In addition, a copy of the complete bid should also be submitted as a PDF document attached EMAILED to: Gregg Allen (Gregg@maine.edu)**

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.**

1.12 Pre-Bid Conference: There is no schedule pre-bid conference

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

From _____
 Name Due Date Time Bid No.

1.14 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.

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

1.16 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.

1.17 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.

1.18 Non-Responsive Bids: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.

1.19 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.

1.20 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 37 College Avenue, 104 Anderson Hall, Gorham ME 04038. 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 Chief Procurement Officer 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 in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFB # 11-16

- 1.21 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 Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.
- 1.22 The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor 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.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** Larry Violette, UM's Auxiliary Services Purchasing Manager/Operations Analyst, or his 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 Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **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.
- 2.5 **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.
- 2.6 **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
- 2.7 **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 **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.
- 2.9 **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.

- 2.10 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.
- 2.11 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 University of Maine
 Karen Kemble
 Director of Equal Opportunity
 North Stevens Hall
 (207) 581-1226

- 2.12 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 (In Compliance with Applicable State Law)	Required for all personnel

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:

Risk Management
 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

- 2.13 Smoking Policy: The University of Maine is a tobacco free campus. This policy applies to faculty, staff, 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 is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

Additional information regarding the tobacco free campus policy is located at:
<http://umaine.edu/tobaccofree/>.

- 2.14 Payments. Payment will be upon submittal of an invoice to the address shown 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: 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 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.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS: The Contractor shall ensure complete assembly the vehicles and their components. The vehicles shall be delivered fully serviced, tested, wheels balanced and ready for operation.

3.1 Vehicle Specifications: **Three** (3) new 2015 model year or newer, full-sized cargo van, 8 cylinder with an automatic transmission as described below, for delivery to the University of Maine - Orono Campus

Air Bags	Front driver and passenger, current generation
Air Conditioning and Heater	AC required. Dual heater, front and rear required. Factory installed
Alternator	Heavy duty, 145 amp minimum
Audio System	AM/FM with clock, factory installed
Axles	Locking, non-slip or limited-slip rear axle required
Batteries	Heavy duty, minimum 700 cold cranking amps
Body Type & Size	Chassis Cab SRW (Regular Cab)
Brakes	4-wheel anti-lock (ABS), power assisted
Bumpers	Factory installed
Color, Exterior and Interior	White exterior, Interior TBD (no extra cost)
Doors, Rear	Swing out (2) with windows
Doors, Side	Sliding with window
Drive train	RWD with stability control system
Engine Block Heater	Factory installed
Engine	Gasoline, 8-cylinder, approximate 4.6 to 5.4L, state size in bid
Fuel Capacity	30 gallons, minimum
Floor Covering	Black, rubberized vinyl preferred, include rubberized vinyl floor mats
Glass	Tinted
GVW	Approximately 8,500 to 9,199 lb, state specs in bid
Instrumentation	Fuel, amp, temperature, oil
Lights	Dome, front and rear factory installed
Locks	Manual or power

Mirrors, Inside	Day/night
Mirrors, Outside (L& R)	West Coast mirrors preferred
Seating, front	Driver and passenger bucket seats
Seating, rear	None
Seat Covering	Vinyl preferred, cloth acceptable
Speed Control	Factory installed
Steering	Power assisted with tilt steering column
Tire, Spare	Full-sized on matching rim, mounted and secured
Tires	(Approximate) LT225/75R16, all season M & S rated radials
Transmission	Automatic
Wheel-base	Standard cargo van wheel-base
Windows	Manual or power
Wipers	Intermittent

Other Requirements

- The vans shall be delivered fully serviced, tuned up, wheels balanced and ready to go.
- All steps to assemble the van with the above items are the responsibility of the bidder.
- Statement of warranty covering all components purchased except for normal wear items.
- Statement of name and address of local Authorized Service Representative.
- Delivery of and invoice for the units shall strictly be immediate (week of 8/24/15)

SECTION FOUR

4.0 SUBMISSION REQUIREMENTS:

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. 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 Pricing: Bids shall include itemized statements from the bidder and any subcontractors for the vehicle and all accessories, labor, title and documentation, manuals, and delivery of vehicle.
- 4.2 Warranty
- 4.3 Name and address of local Authorized Service Representative
- 4.4 Payment Method: The vehicle and all accessories shall be paid for after final acceptance and delivery of the vehicle to the University and approval of the itemized invoice. Indicate your ability to accept electronic payments. (Section 2.14)

Make, Model and Year _____
(Note: Please attach detailed vehicle specifications)

Net Price Delivered to
University of Maine (per vehicle) \$ _____

Delivery Time from Receipt of P.O. _____

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)