



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR BID (RFB)**

**University of Southern Maine Ice Resurfacers**

**RFB # 15-16**

ISSUE DATE:  
August 26, 2015

BIDS MUST BE RECEIVED BY:  
September 3, 2015

DELIVER BIDS TO:

University of Maine System  
Office of Strategic Procurement  
Attn: Gregg Allen  
Strategic Procurement  
104 Anderson Hall  
Gorham, ME 04038  
Or email to:  
gregg@maine.edu

## SECTION ONE

### 1.0 GENERAL INFORMATION:

Purpose: The University of Maine System, acting through the University of Southern Maine, is seeking bids for an Ice Resurfer for the ice arena as defined in this Request for Bid (RFB) 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 Bidder.

- 1.1 Definition of Parties: The University of Southern Maine will hereinafter be referred to as the "University." Respondents to the 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"
- 1.2 Evaluation Criteria: Award will be made to the low bidder provided that all of the other requirements are satisfactorily met.
- 1.3 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](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 to: Gregg Allen  
Office of Strategic Procurement  
104 Anderson Hall  
Gorham, ME 04038  
Gregg@maine.edu

The deadline for inquires is August 28, 2015. The University will respond to written inquiries not later than close of business, September 1, 2015.

- 1.5 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting bids on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder or bidders which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to award contracts to multiple bidders, if such awards are in the best interest of the University. The University also reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of bids. The University reserves the right to reject any or all bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Bid or reject any or all bids in whole or in part. Should the University determine in its sole discretion that only one or more bidder is fully qualified, or that one or more bidder is clearly more qualified than others under consideration, contract(s) may be awarded to bidder(s) without further action.

- 1.6 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, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 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 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.

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.

- 1.8 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.9 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.
- 1.10 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.
- 1.11 Bid Validity: Unless specified otherwise, all bids shall be valid for ninety (90) days from the due date of the proposal.
- 1.12 Non-Responsive Bids/Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.13 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 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 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 # 15-16

- 1.14 Bid Submission: Bids should be submitted as a PDF document attached to an eMail and received by **5:00pm, September 3, 2015** and sent to:

Gregg Allen  
University of Maine Systems  
Strategic Sourcing Manager  
[Gregg@maine.edu](mailto:Gregg@maine.edu)  
207-780-5097

Bids received after the due date will be returned and not reviewed. There will be no public opening of bids (see Confidentiality clause). Vendors are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. 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. The eMail must have the following information.

**Subject:** RFB # 15-16 response from <Name of Bidder>  
**Email Content:** Name and Address of Bidder  
Contact(s) information including phone / cell phone / eMail  
**Attachment:** Proposal in PDF format

A confirmation reply will be sent indicating that the proposal has been received. If you do not get confirmation, please follow-up with the contact provided.

- 1.15 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.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** Adam Thibodeau, Director of Facilities Management, 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 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.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing and/or commission) 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 Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.
- 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 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, 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 30 days, 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. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving 60 days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

The Agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

- 2.8 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.
- 2.9 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 Office of Strategic Procurement.
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 Indemnification (Contractor): 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.

2.16 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<br>(Written on an Occurrence-based form) | \$1,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 2. Vehicle Liability<br>(Including Hired & Non-Owned)                    | \$1,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 3. Workers Compensation<br>(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:

Office of Strategic Procurement  
University of Maine System  
5761 Keyo Building  
Orono, ME 05569-5765

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 System  
16 Central Street  
Bangor, Maine 04401

2.17 Smoking Policy: The University of Southern Maine has prohibited smoking in all University System buildings. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings

2.18 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

2.19 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. The University accepts prompt payments discounts over 2% that are extended to the University for payments made within twenty (10) days after receipt of invoice. 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.

## SECTION THREE

### 3.0 SPECIFICATIONS:

#### GENERAL TECHNICAL REQUIREMENTS

1. Self-propelled four (4) wheel drive ice resurfacing machine that has:
  - a. Front dump configuration
  - b. Suitable engine to run on propane
  - c. Power Steering
  - d. Seat Belt
  - e. Spare Tire & Wheel
  - f. Basic tool kit
2. Unit must have an established performance record in minimization of noxious exhaust emissions
3. Unit must have established performance record in ice resurfacing applications in North America
4. All of the ratings on the unit must conform to recognized and current safety standards
5. All machine function controls shall be easily accessible to the operator when in the "driver seat" position
6. Bid to include complete machine with automatic transmission
7. Onsite delivery to include setup and training for USM staff
8. Dash Mounted instruments/indicators
  - a. Oil pressure
  - b. Coolant Temperature
  - c. Electrical System
  - d. Hour meter
  - e. Hydraulic over heat
9. Specify the following in detail along with make, model, size and weight of unit:
  - a. Snow Bin Light
  - b. Two (2) or Four (4) blades
  - c. Snow tank safety stand
  - d. Reversible Auger system
  - e. Wheel wash system
  - f. Safety Seat automatic shut off
  - g. Board Brush
  - h. Automatic Snow Breaker
  - i. Automatic Towel Lift
  - j. Spinner knob on Steering Wheel
  - k. Basic tool kit & Hydraulic Jack
  - l. Blade hooks and guard



## 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 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 including all accessories, labor, documentation, manuals, and delivery FOB destination. Include time to deliver after receipt of order.
- 4.2 Warranty: Include detailed warranty information.
- 4.3 Payment Method: Payment shall be made after final acceptance and delivery to the University and approval of an itemized invoice. Indicate your ability to accept the University's electronic payment methods and payment terms (Section 2.20).
- 4.4 Statement of trade-in value for existing 1997 Olympia Model 2000.

# SIGNATURE PAGE

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

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

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

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

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

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

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

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