



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS (RFB)

SUBJECT
University of Maine System
Towing Services

RFB # 17-15

ISSUE DATE:
October 23, 2014

BIDS MUST BE RECEIVED BY:
November 14, 2014, 2:00 pm

DELIVER BIDS TO:

Alan Stommann
532 DTAV
University of Maine
Orono, ME 04469
(207) 581-4064

SECTION ONE

1.0 GENERAL INFORMATION:

1.1 Purpose: The University of Maine System, acting through the University of Maine, is seeking bids for services outlined in the attached documents.

For reference, the University of Maine will hereinafter be referred to as the "University." Firms responding to this Request for bid shall be referred to as "Bidders", and the firm selected to provide services to the University shall be referred to as the "Contractor."

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 "bidder(s)". The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

1.3 Scope of Work: The University of Maine seeks to establish a towing contract to provide services as requested by Parking and Transportation Services and the University of Maine Police Department. The contract may include, but is not limited to, towing of improperly parked vehicles obstructing emergency lanes, walkways, handicapped parking spaces and snow removal, police impoundment, seizure of evidence, and for vehicle accidents. The Contractor shall tow and impound as necessary any vehicle from University property upon the request of Parking and Transportation Services and the University of Maine Police Department.

1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met. However, consideration will be given to: age and condition of tow vehicles and proximity of vehicle storage area to campus.

1.5 Award: It is the intent of the University to award this bid all to one bidder. 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/proposals/submissions, in whole or in part and is not necessarily bound to accept the lowest bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University. 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 Office of Strategic Procurement.

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 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: Alan Stommann
532 DTAV
University of Maine
Orono, ME 04469
(207) 581-4064
alan.stommann@umit.maine.edu

The deadline for inquiries is November 3, 2014.

The University will respond to written inquiries not later than close of business, November 7, 2014.

- 1.9 Submission: A **SIGNED** original and 1 copy of the bid must be received at the 532 DTAV, University of Maine, Orono, ME 04469, in a sealed envelope no later than **2:00 P.M. local time, November 14, 2014**, for a public opening. The bid must be date/time stamped by the Office of Strategic Procurement in order to be considered. 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.**
- 1.10 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

From	<hr/>	<hr/>	17-15
Name	<hr/>	Due Date	<hr/>
		Time	<hr/>
			Bid No.
- 1.11 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.
- 1.12 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.13 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.
- 1.14 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.15 Non-Responsive Bids/Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.16 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.

- 1.17 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 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 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 #17-15

- 1.18 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 Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.
- 1.19 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: The Office of Strategic Procurement or its 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 Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 Contract Term: The Contract term shall be for a period of two (2) years commencing upon January 1, 2015. With mutual written agreement of the parties this Contract may be extended for two (2) additional one-year periods.
- 2.5 Quantities: The quantities shown on the bid form are approximate only. The contract 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.
- 2.6 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.
- 2.7 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.
- 2.8 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 Alan D. Stermann, Assistant Director for Security, Parking & Transportation.
- 2.9 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
- 2.10 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 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.

- 2.12 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.
- 2.13 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.
- 2.14 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 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

- 2.15 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:

Office of Strategic Procurement
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

2.16 **Smoking Policy:** The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. 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/>.

2.18 **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.

2.19 **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:

- 3.1 Condition and Care of Property and Protection of the work: the Contractor shall continuously maintain adequate protection of all work covered by the Contract from damage or loss and shall protect the property from injury or loss arising in connection with this Contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- 3.2 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 contractor is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the Contract Administrator.
- 3.3 Response Time: Contractor shall provide a daytime response time of fifteen (15) minutes and a nighttime response of thirty (30) minutes. An immediate response will be required for all emergency calls. Response time is the difference between the time the Contractor is notified and the time the wrecker arrives at the required location. Emergency conditions, as verified by local media or traffic enforcement could be an acceptable exception of response time requirement. Equipment or personnel shortage, or lack of availability would not be an acceptable reason for failure to meet response time. During a snow remove situation, bidder must be able to remove, at a minimum of 25 vehicles within 2 hours.
- 3.4 Equipment: Contractor shall have a sufficient number and adequately equipped wreckers to meet the service demands. Wreckers will be subject to state inspection by a State of Maine licensed inspection mechanic.
- 3.5 Employees: Contractor shall have personnel on duty or on call 24 hours a day.
- 3.6 Release of Vehicles: Contractor shall be available 24 hours a day to release any towed vehicle to a responsible driver or registered owner. Responsible driver shall be able to retrieve personal items from vehicle with a release/responsibility form from the Assistant Director of Parking and Transportation Services.
- 3.7 Contractor shall notify the Assistant Director of Parking and Transportation Services on second day of storage.
- 3.8 Communications Equipment: Contractor shall be able to communicate with wreckers and with Parking and Transportation Services at all times
- 3.9 Method of Payment: Contractor shall be able to accept payment for services in cash or with a major credit/debit card.
- 3.10 Drivers shall be able to accept payment in cash or with a major credit/debit card when vehicle has been "hooked" but not towed.
- 3.11 Contractor shall be willing to tow at no-charge, no more than 12 times, to drop vehicle at a different location on campus, at the direction of the Parking and Transportation Services Office.

3:12 Vehicles must “hooked” prior to a fee being assessed.

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 Business Profile:

- 4.1.1 **No financial statements are required to be submitted with your bid**, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.
- 4.1.2 **Please submit with your bid** a detailed history and description of your company and any published reports about your company.

- 4.2 References: A list of three references is required to be submitted with your bid. 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.
- 4.3 Required Information:
 - a) Provide a list of towing equipment by make, model, year and capacity.
 - b) Provide the location and size of off-street storage.
 - c) Describe security provisions.
 - d) Provide the location of the administrative office.
 - e) List of the names of all employees who will be performing services under this contract.
 - f) Provide your collection procedures policy.
 - g) Provide your storage fees policy; how and when they are applied..
 - h) Provide information about how you would move a large number of vehicles in a short period of time (25 in two hours.)

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

