Administered by UNIVERSITY OF MAINE SYSTEM OFFICE OF STRATEGIC PROCUREMENT BANGOR ME 04401

UMM VEHICLE LEASE

1.0 GENERAL INFORMATION

- 1.1 The University of Maine System, acting through the University of Maine at Machias, is seeking quotations for a three (3) year lease of one (1) new 2007 Toyota Highlander Hybrid 4X4, as specified below.
- 1.2 Definition of Parties: The University of Maine at Machias will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Product Information: The bidder shall clearly and specifically identify the vehicle being offered and include complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the University to determine if the vehicle offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.
- 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 the President's preference and delivery.
- 1.5 Award: 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, in whole or in part and is not necessarily bound to accept the lowest bid if that bid 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 in the Office of Strategic Procurement.
- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the Director of Strategic Procurement within five (5) business days 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 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. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells

Office of Strategic Procurement University of Maine System 16 Central Street Bangor, Maine 04401 (207) 973-3302

- Submission: A signed bid must be received at the Office of Strategic Procurement, 16 Central Street, Bangor, Maine 04401, no later than 2:00 P.M. local time, Wednesday, March 7, 2007, for a public opening. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 2:00 deadline due to unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of bid. Bids must be date and time stamped by the Office of Strategic Procurement on time to be considered. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any vendor. Additional time may be granted to all vendors when the University determines that circumstances require it. FAXED BIDS WILL BE ACCEPTED. SUBMIT FAXED BIDS TO 207-973-3322. E-MAIL BIDS WILL NOT BE ACCEPTED.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 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.

2.0 TERMS AND CONDITIONS

- 2.1 Delivery Location: To the University of Maine at Machias, 9 O'Brien Avenue, Machias, ME 04654 unless other arrangements are made and agreed to by the University.
- 2.2 Delivery Date: As soon as possible.
- 2.3 Delivery Notification: The University shall be notified twenty-four (24) hours prior to delivery. Notification shall be made to Tom Potter at 207-255-1221.
- 2.4 Payments: Invoices shall be submitted to the University of Maine at Machias, 9 O'Brien Avenue, Machias, ME 04654.
- 2.5 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. 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.
- 2.6 Toyota Financial account the University does have an account with Toyota Financial for its lease of a Toyota Highlander Hybrid for the President of the University of Southern Maine. The account is to the University of Maine System, 16 Central Street, Bangor, ME 04401. Account number 02 0382 CL817 applies.

3.0 SPECIFICATIONS

A three (3) year lease with 30,000 annual mileage allowance of one (1) new 2007 model year Toyota Highlander Hybrid 4X4, as described below.

Model/Trim Toyota Highlander Hybrid
Air Bags All available (include side/window airbags)

Drive train

Exterior Color (first choice)

Exterior Color (second choice)

4-wheel drive

Green Pearl

Bluestone Metallic

Interior Color Ash Interior Seating Material Fabric **Additional Equipment** Value Package #1 which includes Fog Lights Factory Installed Mirrors, outside Heated, Factory Installed Sunroof Factory Installed Third row seat **NOT** desired OTHER CONSIDERATIONS: The University will provide Liability and Collision Insurance. The University will pay maintenance. The University will provided registration. **NOTICE TO ALL BIDDERS** Lease agreements must be in the name of The University of Maine System, 16 Central Street, Bangor, Maine 04401. The legal residence on the vehicle registration shall reflect the campus location, i.e. Machias. 4.0 SUBMISSION: NO LATER THAN 2:00 P.M. LOCAL TIME WEDNESDAY, MARCH 7, 2007 FAXED BIDS WILL BE ACCEPTED (SUBMIT FAXED BID TO 207-973-3322) INCLUDE A COMPUTER PRINT OUT OF THE VEHICLE SPECIFICATIONS. 4.1 Selling Price (including all options) MSRP (including all options) Delivery Date _____ 4.2 Three (3) year lease with 30,000 annual mileage allowance. Monthly lease payment \$ Fees (e.g. first monthly / security)

Penalty for excess miles

SUBMITTED BY:
Name of Company
Address
City, State, Zip
Authorized RepresentativePrint Name
Signature
Date:
Telephone Number
Email