



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS (RFB)

**Research Truck Bid
University of Maine**

RFB # 30-16

ISSUE DATE:
October 23, 2015

BIDS MUST BE RECEIVED BY:
October 30, 2015 (2:00 p.m.)

DELIVER BIDS TO:

University of Maine System
Office of Strategic Procurement
Attn: Ryan Ward
5761 Keyo Building
Orono, ME 04469-5761

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine at Machias is seeking bids for (1) new research truck 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.
- 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: Ryan Ward
5761 Keyo Building
Orono, ME 04469-5761
Roger.ward@maine.edu

The deadline for inquires is October 27, 2015 2:00 p.m. The University will respond to written inquiries not later than close of business, October 28, 2015.

- 1.11 Submission: One (1) SIGNED original of the complete bid must be submitted to the Office of Strategic Procurement, 5761 Keyo Building; Orono, ME 04469-5761 in a sealed envelope by **2:00 p.m. October 30, 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: Ryan Ward (roger.ward@maine.edu)**

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 # 30-16

- 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:** Robert Ferris, Director of Facilities Management, University of Maine at Machias, 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 at Machias
 Kim Page
 Director of Human Resources
 Powers Hall
 (207) 255-1220

- 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:

University of Maine System
 Risk Manager
 Robinson Hall
 46 University Drive
 Augusta, ME 04330

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
Robinson Hall
46 University Drive
Augusta, ME 04330

- 2.13 Smoking Policy: The University of Maine at Machias 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 **Truck Specifications – One (1) new 2015 or 2016 model year Ford F250 XL (or similar), ¾ ton, 4x4 Crew Cab with 8 foot box with matching fiberglass truck cap, delivered to the University of Maine**

At Machias:

- Air Bags	Front driver and passenger, current generation
- Air conditioning	Factoring installed
- Alternator	Extra heavy duty approximately 150-amp minimum
- Audio System	AM/FM stereo, factory installed
- Axles	Limited slip required
- Back-up Warning Buzzer	Required
- Batteries	Dual preferred, single acceptable with 730 cold cranking amps each
- Bed Liner	Spray on – Rhino Liner or equal, non-slip coating
- Body Type & Size	4 Door Crew Cab with 8 foot box
- Brakes	4-wheel anti-lock (ABS), power assisted
- Color, Exterior	TBD – standard (no extra cost)
- Daytime Running Lights	Installed
- Drive Train	4x4
- Engine	Gasoline, 8-cylinder, approximately 6.0L
- Floor Covering	Rubberized vinyl preferred, include rubberized vinyl floor mats
- GVW	F250 Series/ ¾ Ton SuperDuty class or similar
- Instrumentation	Full
- Mirrors, Outside	Power package preferred
- Operators Manual	Included
- Seat Covering	Vinyl preferred, cloth acceptable
- Speed Control	Factory installed
- Steering	Tilt steering wheel preferred
- Tire, Spare	Mounted, secured to match truck tires
- Tires	All Season, LT rated, radial, all terrain
- Mud Flaps	Heavy duty large rubber
- Tow Package	Required, class IV hitch with electric trailer brake unit
- Transmissions	Heavy Duty, automatic with cooler
- Undercoating	Spray on protective undercoating
- Windows	Power package preferred
- Windshield wipers	Intermittent preferred

Truck Cap

- Fiberglass, approximately even with top of truck cap when mounted
- Side Windows preferred
- Rear Door with locking twist handle, window preferred

General Requirements

- UMaine will be purchasing One (1) complete unit as specified above.
- The truck shall be delivered fully serviced, tuned up, wheels balanced and ready to go.
- All steps to assemble the truck 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.
- **Immediate delivery preferred; if not possible provide estimated delivery date with quote (see Section Four).**

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 at Machias \$ _____

Delivery Time from Receipt of P.O. _____

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)