



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

TYPE II AMBULANCE

RFP # 38-13

ISSUE DATE:
June 20, 2013

PROPOSALS MUST BE RECEIVED BY:
4:30 pm, July 18, 2013

DELIVER PROPOSALS TO:

University of Maine
Purchasing Office
Attn: Gary Haslam
5765 Service Building
Orono, ME 04469

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting on behalf of the University of Maine, is seeking proposals for (1) one new custom built or demonstration unit ambulance on a Sprinter chassis, according to the specifications outlined in Section 3.0.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Respondents to the RFP 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: The University is seeking (1) one new custom built or demonstration unit Type II ambulance on a Sprinter chassis. If a demonstration unit, it shall have only been used for the purpose of show and not as a loaned vehicle for the purpose of EMS transport. The vehicle must conform to Federal Specification for Star-of-Life Ambulance KKK-A-1822F, dated August 1, 2007. An electronic copy of this specification is available upon request. Additionally the vehicle shall meet all requirements set forth in the Maine EMS rules, current at the time of proposal. An electronic copy is available upon request.
- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to unit cost, manufacturer warranty, Delivery time, and adherence to minimum specifications. In addition, the University will consider responsiveness to terms and conditions, and references from institutions using the same products.
- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. 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: Gary Haslam
Purchasing Department
University of Maine
5765 Service Building
Orono, Maine 04469
(207) 581-2689
Gary.haslam@maine.edu

The deadline for inquiries is 4:30 PM July 3, 2013.
The University will respond to written inquiries not later than close of business, July 8, 2013.

- 1.6 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder 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 waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost proposal/submission if that proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 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 Confidentiality: The information contained in proposals 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.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 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.
- 1.11 Proposal Understanding: By submitting a proposal, 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 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Non-Responsive Proposals: The University will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.

- 1.14 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 Purchasing Department in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #38-13

- 1.15 Proposal Submission: One (1) **SIGNED** original and one (1) VIRUS FREE CD ROM copy of the complete proposal must be submitted to the Purchasing Department, University of Maine, 5765 Service Bldg., Orono, Maine 04469, in a sealed envelope by 4:30 p.m. July 18, 2013, to be date stamped by the Purchasing Department in order to be considered. All CD copies must either be in Microsoft Office Software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: JPG, GIF, BMP, or TIF. The University prefers images already inserted as part of the document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response. If you have any questions on the CD format please contact Gary Haslam at gary.haslam@Maine.edu or (207) 581-2689.

Normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Bidders may wish to call (207) 581-2612 to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of 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 proposal. 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. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name and Address of Bidder
Due Date
RFP #38-13

- 1.16 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.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Purchasing Department, University of Maine at Orono 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 RFP, 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) 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 **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. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.7 **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.
- 2.8 **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 the Contract Administrator.
- 2.9 **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.

- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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. Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall, (207) 581-1226
- 2.14 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.
- 2.15 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 | Required for all personnel |

(In Compliance with Applicable State Law)

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:

Purchasing Department
University of Maine
5765 Service Building
Orono, Maine 04469

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

- 2.16 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, 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/>.

- 2.17 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.

SECTION THREE

3.0 MINIMUM SPECIFICATIONS:

- 3.1 Type II Ambulance: Shall be a new custom built or demonstration unit. If a demonstration unit, it shall have only been used for the purpose of show and not as a loaned vehicle for the purpose of EMS transport.
- 3.2 The vehicle must conform to Federal Specification for Star-of-Life Ambulance KKK-A-1822F, dated August 1, 2007.
- 3.3 The vehicle shall meet all requirements set forth in the Maine EMS rules, current at the time of proposal. http://www.maine.gov/ems/documents/Rules_Effective_May_1_2013.pdf
- 3.4 Warranty: All proposals must include the minimum warranty policies listed below:
 - 3.4.1 Chassis: Bumper to Bumper as provided by the chassis manufacturer.
 - 3.4.2 Body: The structural integrity of the body shall be guaranteed for the life of the unit as long as the original purchaser shall own it.
 - 3.4.3 Ambulance Conversion: Shall be covered by a three (3) year, 36,000 mile limited warranty. Conversion shall include, but not be limited to, the oxygen, mechanical, cabinetry, upholstery, flooring, door securing hardware and latches.
 - 3.4.4 Paint Finish: Shall be covered from date of delivery by a minimum ten (10) year paint performance guarantee and shall include a three (3) year, 36,000 mile crevice and dissimilar corrosion warranty.
 - 3.4.5 Electrical System: Shall be covered by a 100,000 mile warranty.
- 3.5 Ambulance style
 - 3.5.1 Mercedes or Freightliner Sprinter van.
 - 3.5.2 A minimum of three attendant seats in the patient care compartment are required.
- 3.6 Exterior Aluminum Body Construction Minimum Specifications:
 - 3.6.1 Body: Shall consist of heavy duty aluminum construction with solid welded seams performed by certified welders. All welding shall be done in accordance with the American Welding Society, Structural Welding Code.
 - 3.6.2 Roof: Shall be constructed with no seams in the roof panel or any overlapping seams.
 - 3.6.3 Passageway Door: Shall be provided from the body to the cab of the vehicle. The passageway shall have a door that can be latched from the cab side and shall include a plexiglas window. The passageway shall also include head protection bumper pads placed above the door on the patient compartment side, color matched to the interior.
 - 3.6.4 Doors: Shall have a continuous seal permanently attached around the entire

perimeter of the door. Every door shall utilize an automotive type slam latch and shall be hung with stainless steel continuous hinges. Modular body doors shall be equipped with a door sweep rubber gasket attached at the top of the door to prevent water from collecting on the door.

- 3.6.5 Flooring: Patient compartment shall have a heavy duty liner with anti-skid flooring.
- 3.6.6 Insulation: Shall be equipped with heavy duty insulation.
- 3.7 Warning Lights and Graphics Minimum Specifications: Adhering to KKK-A-1822F standards.
 - 3.7.1 Full LED warning package (light bar or flush design).
 - 3.7.2 Driving Light Package.
 - 3.7.3 High visibility Graphics.
 - 3.7.3.1 Star of Life on Roof.
 - 3.7.3.2 University Volunteer Ambulance Corps logo, unit number, University of Maine Emblem and applicable lettering.
 - 3.7.4 All lighting must meet Maine EMS Rules minimum specifications found at <http://www.maine.gov/ems>.
- 3.8 Medical Equipment Minimum Specifications:
 - 3.8.1 PhysioControl LifePack 12® mounting bracket installed next to CPR seat in patient compartment.
 - 3.8.2 Stryker Pro Power Cot® with mounting hardware.
 - 3.8.3 IV Warmer Permanently Mounted (120VAC/12VDC).
 - 3.8.4 Oxygen storage for two portable cylinders and one M type cylinder.
 - 3.8.5 Two house oxygen ports inside vehicle.
- 3.9 Cab and Chassis Minimum Specification:
 - 3.9.1 Cab Center Console.
 - 3.9.2 Jumbo exterior remote mirrors with heater.
 - 3.9.3 Backup sensors and proximity alarms.
 - 3.9.4 Certified GVWR sticker attached to the vehicle.
- 3.10 Documentation:
 - 3.10.1 Operating and Service Manual.
 - 3.10.2 Parts Manual and Wiring Schematic for vehicle.

3.10.3 Delivered with 14-day plate.

3.11 Completed vehicle, ready for owner set-up, shall be delivered to the following location.

Motor Pool
University of Maine
5765 Service Building
Orono, ME 04469

SECTION FOUR

4.0 PROPOSAL CONTENT

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 Provide a brief history of your company, including how many years in business and number of employees.
- 4.1.2 If a dealer/reseller for the proposed vehicle, provide a brief history of the vehicle fabricator, how many years in business and location of manufacturing facility.
- 4.1.3 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.

4.2 Pricing

- 4.2.1 Delivered price, inclusive of vehicle, fabrication, title, delivery, and all specified equipment.
- 4.2.2 Itemized statement of base vehicle, based on minimum specifications as defined in section 3.0. Where a specific brand, model or product has been specified, include product numbers and unit cost

4.3 Vehicle Information

- 4.3.1 Interior Dimensions and Layout: Drivers compartment and interior floor plan and elevation plans. Show all internal dimensions, door openings, equipment mounting points, and interior volumes. Elevation plans shall detail locations, dimensions, and volume of all shelving and cabinetry.
- 4.3.2 Exterior dimensions: Wheelbase, overall length and width, and overhead clearances.
- 4.3.3 Livery and lighting schematic. Color CAD representation of proposed vehicle as specified in University Volunteer Ambulance Corp Livery and specified lighting schematic. View shall be of front, back, left and right sides, and top. Do not represent lighting or graphics not in your delivered price.
- 4.3.4 Performance.
 - 4.3.4.1 Engine displacement, fuel type, cylinder count, horsepower, and torque.
 - 4.3.4.2 Fuel capacity, Turning Radius, Vehicle curb weight, Gross Vehicle Weight Rating
 - 4.3.4.3 Detailed weight and electrical load analysis
- 4.3.5 Warranty Information, as defined in Section 3.4.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)