



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS (RFB)

Two (2) AWD Wagons
University of Maine System

RFB # 39-15

ISSUE DATE:
January 29, 2015

BIDS MUST BE RECEIVED BY:
February 12, 2015

DELIVER BIDS TO:

University of Maine System
Office of Strategic Procurement
Attn: Matthew Robinson
University Services: Strategic Procurement
37 College Avenue
104 Anderson Hall
Gorham, ME 04038

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine Orono, ME seeking bids for 2 vehicles as described below.
- 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: _____
- 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 delivery dates and warranties.
- 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: 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.

- 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 #_____
- 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 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 **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 Matthew Robinson.
- 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 (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.
- 2.9 **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
Karen Kemble
Director of Equal Opportunity
North Stevens Hall
(207) 581-1226

University of Maine at Augusta
Sheri R. Stevens
Director of Equal Opportunity
Farmhouse
(207) 621-3110

University of Maine at Farmington
Bonnie Harris
EEO/AA/Title IX Director
Merrill Hall
(207) 778-7271

University of Maine at Fort Kent
Jim Brimberry
Director of Human Resources
Cyr Hall
(207) 834-7533

University of Maine at Machias
Kimberly Page
Director of Human Resources
Powers Hall
(207) 255-1220

University of Maine at Presque Isle
Barbara DeVaney
Director of Equal Opportunity
South Hall, Room 205
(207) 768-9750

University of Southern Maine
Stephen Nelson, Director
Office of Community Standards
125 Upton Hall
(207) 780-5242

University of Maine System Office
Sally Dobres
Director of Equity and Diversity
(207) 973-3372

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:

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

2.13 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 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.

FOR UM USE:

2.14 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 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/>.

- 2.15 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 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.

3.1 Business Profile:

3.1.1 **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.

3.1.2 **Please submit with your bid** a detailed history and description of your company and any published reports about your company.

3.1.3 Inventory levels and average number of days to shipment after receipt of order.

3.2 Pricing:

Pricing to be determined by attaching the spec page*

3.3 Equipment to be provided on the Bid:

Vehicle as specified in Attachment A

3.4 Other items to be addressed in all bids:

Warranty—please provide detailed warranty

3.5 Payment Method: Indicate your ability to accept electronic payments. (Section 2.15)

ATTACHMENT A

SPECIFICATIONS

THE UNIVERSITY WILL SELECT THE VEHICLE THAT IS THE BEST VALUE FOR THE UNIVERSITY.

Two (2) new vehicles as described below, delivered to UM Motor Pool, Rangeley Road, Orono, ME 04469

DRIVE TRAIN	AWD
MODEL	Premium
ACCESSORY LIGHTING	Fog Lights
EXTERIOR MIRRORS	Heated Mirrors
HEADLIGHTS	Auto on/off preferred
AUDIO/NAVIGATION	Audio system with Bluetooth and USB
SAFETY FEATURES	Electronic stability control preferred Backup camera Driver Assisted System preferred
COLOR, EXTERIOR	Blue or Gray because of lettering on doors we need to add
COLOR, INTERIOR	Dark
MILEAGE	24/30mpg or better
ADDITIONAL NOTES	All weather package preferred All weather floor mats

Print this sheet and fill out.

Also include with your quote a printout of the vehicle specifications along with the information below:

Color (Exterior/Interior) _____

Total Net Purchase Price _____

Delivery Date _____
Immediate delivery preferred

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)