



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS (RFB)

Passenger Buses for the University of Maine System

RFB # 55-15

ISSUE DATE:
April 10, 2015

BIDS MUST BE RECEIVED BY:
April 24, 2015, 2:00 pm

DELIVER BIDS TO:

Matthew Robinson
Office of Strategic Procurement
37 College Avenue
104 Anderson Hall
Gorham, ME 4038

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking bids for passenger buses 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 Specifications: See Section 3.
- 1.4 Evaluation Criteria: Evaluations will be made on price given that all other requirements are satisfactorily met. However, consideration will be given to delivery, fuel economy, utility, warranty, allotted annual mileage, and customer service.
- 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 this bid on a schedule by schedule basis, multiple schedules, or all to one bidder, whichever the University deems to be in its best interest, price and other factors considered. 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 in-state or 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. Written inquiries must be made by email or received my mail no later than the inquiry deadline below. Inquiries made by mail must be clearly marked as inquiries, so as to be identified and separated from proposals. Inquiries made by mail that are not clearly labeled as such will not be opened until the proposal due date and will not be responded to.

Inquiries must be made to: matthew.j.robinson@maine.edu

or

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

The deadline for inquires is April 16, 2015.

The University will respond to written inquiries not later than close of business, April 17, 2015.

1.9 Submission: A **SIGNED** original and one (1) copy of the bid must be received at the Office of Strategic Procurement, University of Maine System, 37 College Avenue, 104 Anderson Hall, Gorham, ME 04038 in a sealed envelope no later than **2:00 P.M. local time, April 24, 2015** 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 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 Pre-Bid Conference: A pre-bid conference will not be held.

1.11 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

From _____
Name Due Date Time Bid No.

1.12 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.

1.13 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

1.14 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.

- 1.15 Bid Validity: Unless specified otherwise, all bids shall be valid for ninety (90) days from the due date of the bid.
- 1.16 Non-Responsive Bids/Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.17 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.
- 1.18 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 # _____

- 1.19 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.
- 1.20 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:** With the exception of the contract documents listed in 2.2, the University will not be executing additional contracts based on this bid.
- 2.5 **Quantities:** The quantities shown on the bid form are approximate only. The contract shall cover the actual needs of the University System throughout the term of the contract regardless of whether they are more or less than the quantities shown. Unless otherwise noted, the prices provided in this bid will remain valid for 90 days for all quantities required by the University of Maine System. The awarded vendor will be the vendor of choice for all similar vehicle purchases for the twelve month period following the issue of an award.
- 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 Matthew Robinson, Sourcing Manager, Strategic Procurement.
- 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 (University): The University agrees to indemnify and hold the Contractor harmless from and against any and all claims, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the Contractor may become liable to pay or defend due to bodily injury or property damage caused by the negligent acts or omissions of the University, arising out of or in connection with the University's performance of its obligations under this Agreement; PROVIDED that any liability of the University under this Agreement shall be limited by the provisions and limitations of the Maine Tort Claims Act, 14 M.R.S.A §8101, et seq.
- 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

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
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
Megan Clough
Director of Equity and Diversity
(207) 973-3372

- 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 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.

- 2.16 Smoking Policy: The University of Maine campuses are tobacco free. 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/>.

- 2.17 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.
- 2.18 Furnish and Install: No furnishing or installation will be required as part of this bid.
- 2.19 Order Status Information: A monthly status/tracking report will be required from the Contractor(s). Evidence of the manufacturer's scheduled ship dates must be submitted to the University on a timely basis. Please submit a sample report with your bid.
- 2.20 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.
- 2.21 Termination: The Agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

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:

Multiple price points are to be provided as noted in Attachment A.

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 2.17)

3.6 References: Due to the customer service required for vehicle maintenance, 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.

ATTACHMENT A

Bus Specifications for Bidding

The University will select the vehicles that are the best value for the University based on, but not limited to: Price, ability to meet specifications, utility, warranty, fuel economy, allotted mileage and extra mileage cost

It is our intention to lease two vehicles as specified:

Bus #1 Specifications

- Must be a new unit either model year 2015 or 2016
- E450 chassis
- Dual Wheel Rear Axle
- 25 passenger bus with rear and overhead luggage storage with individual reading lights
- Tires to be all season radial, minimum 10-ply
- Spare mounted tire to match truck tires
- Painted steel wheels
- 8-cylinder Gasoline Engine
- Heavy duty automatic transmission with oil cooler system
- Tilt steering wheel preferred
- Air conditioning and rear heater
- Intermittent windshield wipers
- Exterior rear view mirrors are to have two mirrors each – a standard mirror and a smaller wide angle mirror
- AM/FM radio minimum with a single TV/DVD player at the front of the bus
- Safety backup alarm
- Bus to be painted white
- Frame to be painted with black undercoating
- Rear light arrangement to have the Reverse, Stop and Indicator lights in a horizontal row, all separate lighting. Lights to be LED.
- 12-volt electrical system with a heavy duty alternator
- High back reclining seats with seat belts
- Dash instruments shall include:
 - Tachometer
 - Speedometer
 - Oil Pressure
 - Water Temperature
 - Volt Meter
 - Fuel Gage
- Operator manual included

Bus #2 Specifications:

- All information for this bus is the same except it is an F550 chassis and a 29 passenger

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General Requirements:

- UMPI intends to lease one (1) each of both bus models, for two (2) total. Subject to change.
- UMFK intends to lease two (2) of the 25 passenger model. Subject to change.
- UMM intends to lease two (2) of the 25 passenger model. Subject to change.
- Leases are expected to include 30,000 miles of use annually.
- The bus shall be delivered fully serviced, tuned up, wheels balanced and ready to go.
- All steps to assemble the bus 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.
- Delivery of and invoice for the five (5) buses indicated is August 15, 2015.
- Bid pricing is expected to include delivery and pick-up charges.
- Per section 2.5, the quantities shown on the bid form are approximate only. The contract shall cover the actual needs of the University System throughout the term of the contract regardless of whether they are more or less than the quantities shown. Unless otherwise noted, the prices provided in this bid will remain valid for 90 days for all quantities required by the University of Maine System. The awarded vendor will be the vendor of choice for all similar vehicle purchases for the twelve month period following the issue of an award.
- In the case that the 9-month per year term is awarded, the University will cancel insurance and remove registration while the vehicles are not in possession of the University. Insurance and registration will be restored when the University again takes possession of the vehicles. The period of non-usage will be from: the week of May 20 through the week of August 20 of each year.
- In the case that the 6-month per year term is awarded, the University will cancel insurance and remove registration while the vehicles are not in possession of the University. Insurance and registration will be restored when the University again takes possession of the vehicles. The period of non-usage will be from: the week of March 1 through the week of September 1 of each year.
- In the event that a campus needs a bus for an extra period of time, not to exceed three months, the campus will communicate that with the awarded vendor at least 30 days prior to the end of the lease. Pricing for the additional months is expected to be the same as the normal monthly rate.
- Some campuses may have a need for one or more buses before the delivery date identified above, as early as June 2015. Please indicate your pricing and availability to meet that need.

Print this sheet and fill out.

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

25 Passenger E450	2yr (12 mo) / 3yr (12 mo)	_____ / _____
25 Passenger E450	2yr (9 mo) / 3yr (9 mo)	_____ / _____
25 Passenger E450	2yr (6 mo) / 3yr (6 mo)	_____ / _____
29 Passenger F550	2yr (12 mo) / 3yr (12 mo)	_____ / _____
29 Passenger F550	2yr (9 mo) / 3yr (9 mo)	_____ / _____
29 Passenger F550	2yr (6 mo) / 3yr (6 mo)	_____ / _____
Miles included in lease	miles per month	30,000
Cost of additional miles	\$ per mile	_____
Delivery Date	Immediate Delivery Preferred	_____

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)