



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS (RFB)

**Refuse Packer Truck
University of Maine**

RFB # 20-14

ISSUE DATE:
February 3, 2014

BIDS MUST BE RECEIVED BY:
March 4, 2014 2:00 p.m.

DELIVER BIDS 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 through the University of Maine is seeking bids for (1) one new 2014 or 2015 model year Refuse Packer Truck as described herein.

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: Order, assemble, calibrate, and deliver, (1) one six wheel regular cab and chassis vehicle and a 20-yard, rear dump refuse packer; professionally integrating them into a completed vehicle.

The completed vehicle shall be delivered ready for operation, to the University not earlier than July 1 and not later than August 30, 2014.

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: 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 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 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, 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.

Inquiries must be made to: Gary Haslam
Purchasing Office
University of Maine System
5765 Service Building
Orono, Maine 04469
(207) 581-2689
gary.haslam@maine.edu

The deadline for inquires is February 14, 2014.

The University will respond to written inquiries not later than close of business, February 18, 2014.

- 1.9 Submission: One (1) SIGNED original and one copy of the complete bid must be submitted to the Purchasing Department, University of Maine, 5765 Service Bldg., Orono, Maine 04469, in a sealed envelope by **2:00 p.m. March 4, 2014**, for a public opening. The bid must be date stamped by the Purchasing Department 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 2:00 p.m. 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 Viewing of Trade-in: Bidders may contact Dennis Grant, Facilities Supervisor for Sustainability at (207) 581-3076 (dennis.grant@umit.maine.edu) for an appointment to view trade-in vehicle. Appointment hours are available 7:00 a.m. to 3:30 p.m., Monday through Friday.

- 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 sixty (60) days from the due date of the bid.
- 1.16 Non-Responsive Bids: The University will not consider non-responsive bids, 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 Director of Purchasing and AP Shared Services. 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 Director of Purchasing and AP Shared Services in sealed envelopes, clearly marked as follows:
- SPECIFICATION PROTEST, RFB # 20-14
- 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 Director of Strategic Procurement 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 Executive Director of Facilities Management or his/her 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 **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.
- 2.7 **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.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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 Director of Equal Opportunity, (207) 581-1226.

2.11 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

2.12 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/>.

2.13 Payments: The University shall make no payments prior to July, 1, 2014. 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.

- 2.14 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 SPECIFICATIONS, PERFORMANCE TERMS AND CONDITIONS: The Contractor shall ensure complete assembly of the cab and chassis, complete packer unit, and other components listed in this bid. The completely assembled truck and packer shall be delivered to the University fully serviced, tested and ready for operation.

3.1 Vehicle:

- 3.1.1 New, model year 2014 or 2015.
- 3.1.2 Six wheel, regular cab and chassis, optimized for a 20 yard, rear dump refuse packer.
- 3.1.3 Minimum wheelbase 138" with final length optimized for selected packer unit.
- 3.1.4 Diesel engine.
- 3.1.5 GVW minimum, 33,000 pounds.
- 3.1.6 Cab and wheel color: white.

3.2 Engine and Transmission:

- 3.2.1 6-cylinder turbocharged, wet sleeve diesel engine with glow plugs.
- 3.2.2 Cooling fan shall have a thermo-viscous clutch.
- 3.2.3 Minimum 325 HP.
- 3.2.4 All filters are to be spin-on type.
- 3.2.5 Magnetic oil drain plug.
- 3.2.6 Equipped with a minimum 1,500 watt, 110 volt engine block heater with spring operated lid mounted on the driver's side front of truck to access the heater plug-in.
- 3.2.7 Allison 3000-series automatic 5-speed transmission with PTO output, magnetic oil drain plug, oil cooler system and equipped with Shift Energy Management Low Range Torque Protection (SEM/LRTP).
- 3.2.8 Vertical mounted, chrome exhaust system with safety guard, extending above the cab. Horizontal runs of the exhaust system shall not sit above the frame.
- 3.2.9 Heavy duty power steering.
- 3.2.10 12-volt electrical system with a minimum 135-amp charging system.
- 3.2.11 Two 12-volt maintenance free batteries.

3.3 Chassis and Suspension:

- 3.3.1 Six-wheel cab & chassis with pusher axle. The Contractor shall ensure the chassis is appropriate for the packer unit, all necessary support equipment and the intended use of

this vehicle.

- 3.3.2 One-piece, factory-supplied, heavy duty reinforced heat treated high tensile steel straight channel frame with minimum 110,000 PSI yield strength and section modulus of 30.0" minimum.
 - 3.3.3 Drive line shall be heavy duty and factory balanced.
 - 3.3.4 Frame to be primed and painted black and fully coated with Fluidfilm protection.
 - 3.3.5 Minimum 60 gallon fuel tank with step(s) mounted on the driver's side of the truck. The fuel tank and steps shall not extend beyond the rear of the cab. Shut off valve shall be mounted at the fuel outlet.
 - 3.3.6 Dual air brakes with ABS, air dryer with heater, and drain valves equipped with remote pull cables.
- 3.4 Rear Axles:
- 3.4.1 Rear axle to be 23,000 lb. minimum with rear wheels spaced at a minimum of 2".
 - 3.4.2 Rear leaf springs to be 26,000 lb. minimum rated with overload helper.
 - 3.4.3 20,000 lb. capacity pusher axle with tires and rims.
 - 3.4.4 11R x 22.5 16-ply tubeless traction mud & snow rated.
 - 3.4.5 Wheel hubs to be 10-bolt cast iron.
 - 3.4.6 Rear axle to have magnetic drain plug.
- 3.5 Front Axle:
- 3.5.1 Front axle with shocks, rated for minimum 10,000 lb.
 - 3.5.2 Set back axle on front to facilitate tighter turning radius.
 - 3.5.3 Front tires to be standard radial, 11R x 22.5 14-ply tubeless all-season.
- 3.6 Hydraulic System:
- 3.6.1 The hydraulic system shall operate the packer unit.
 - 3.6.2 The hydraulic pump shall run off from the transmission.
 - 3.6.3 Hydraulic tank to be mounted on the driver's side of the truck frame and have a 110 volt tank heater, a level sight gage, temperature gage and a shut-off valve.
- 3.7 Exterior Finish:
- 3.7.1 Three piece front bumper.
 - 3.7.2 Passenger side running board with non-skid grating.

- 3.7.3 Standard cab marker lights.
 - 3.7.4 All warning lights/flashers shall be LED type.
 - 3.7.5 All exterior mirrors are to be heated and power adjustable.
 - 3.7.6 Heavy duty 2-speed delay windshield wipers.
 - 3.7.7 Cab grab handles on both sides of truck for cab entry.
 - 3.7.8 Backup alarm.
 - 3.7.9 Spares: one (1) rear tire and one (1) front tire mounted on hubs and balanced.
 - 3.7.10 Heavy duty aluminum under body lockable storage box with bottom hinge, top lock with cable supports, installed on the passenger side and sized approximately 18" tall, 36" long and 18" deep.
- 3.8 Cab and interior specifications:
- 3.8.1 Air suspension high back driver's seat with adjustable lumbar. Standard passenger seat with under-seat storage.
 - 3.8.2 Tilt steering wheel.
 - 3.8.3 Power windows.
 - 3.8.4 Air conditioning.
 - 3.8.5 Winter rubber floor mats.
 - 3.8.6 Switches in cab to be illuminated rocker 6-pack type.
 - 3.8.7 AM/FM Radio with installed speaker.
 - 3.8.8 Air and electric horns.
 - 3.8.9 Master battery disconnect switch floor mounted inside the cab on driver's side seat.
 - 3.8.10 3-point lap / shoulder seat belts.
 - 3.8.11 Defroster / heater.
- 3.9 Dash instruments shall be gages and shall include:
- 3.9.1 Tachometer.
 - 3.9.2 Speedometer.
 - 3.9.3 Oil temperature.
 - 3.9.4 Oil pressure gage.

- 3.9.5 Low oil pressure light or alarm.
- 3.9.6 Water temperature.
- 3.9.7 Transmission temperature gage.
- 3.9.8 Volt meter.
- 3.9.9 Amp meter.
- 3.9.10 Fuel gage.
- 3.9.11 Air gage.
- 3.9.12 Brake warning light.
- 3.9.13 Low air pressure alarm.
- 3.9.14 Engine hour meter.
- 3.9.15 Pusher axle air pressure gage.
- 3.10 Manuals shall include one (1) set of the following:
 - 3.10.1 Factory operator manual.
 - 3.10.2 Factory service manual.
 - 3.10.3 Hydraulic line chart.
 - 3.10.4 Parts manual.
- 3.11 Refuse Packer:
 - 3.11.1 Rear load.
 - 3.11.2 20 cubic yard.
 - 3.11.3 3.0 cubic yard hopper.
 - 3.11.4 15,000 lb. capacity hydraulic reeving system with clevis slip hook with safety latch.
 - 3.11.5 Centrally located grease lubrication system to service all required lubrication points on rear of truck including reeving cylinder.
 - 3.11.6 Regenerative valve.
 - 3.11.7 Low pour point hydraulic oil.
 - 3.11.8 Suction line shut-off valve.
 - 3.11.9 3-micron in-tank return line oil filter.

- 3.11.10 Commercial direct mount cast iron roller bearing pump.
- 3.11.11 Container guards and latches.
- 3.11.12 Driver's side access door with ladder for access.
- 3.11.13 Exterior of packer painted white.
- 3.11.14 Smooth sided exterior.
- 3.11.15 Underside to be primed and painted and fully coated with Fluidfilm protection.
- 3.11.16 Mud flaps with anti-sail device mounted forward of rear wheels, behind the rear wheels and behind the front wheels.
- 3.11.17 Hot shift PTO with adaptor flange.
- 3.11.18 Tailgate maintenance support props.
- 3.11.19 Bayne BTL-1110 cart tipper with dust cover.
- 3.11.20 Safety vision rear view camera with 5-year warranty and advance replacement.
- 3.11.21 Two FMVSS #108 LED safety light package / Peterson Smart strobe lights.
- 3.11.22 Backup lights on the packer unit.
- 3.11.23 Tailgate raised warning device.
- 3.11.24 Passenger side lever controls.
- 3.11.25 Electronically operated throttle advance.
- 3.11.26 Two LED strobe lights mounted in the front pane.

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 Statement of warranty encompassing the vehicle, equipment and completed vehicle.
- 4.3 Name and address of local Authorized Service Representative for the completed vehicle.
- 4.4 Trade-in value for University's truck # 300-332 (2004 Sterling M8500 with 2004 Heil 20 cubic yard packer unit. Mileage on the truck is 91,766 miles and 2,459 hours on the packer. The University reserves the right to decline bidder's trade-in offer.
- 4.5 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.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)