

Administered by University of Maine System Office of Strategic Procurement Request for Bid (RFB)

RFB#065-17

Tandem Axle Dump/Plow Truck
University of Maine Facilities Management

Response <u>Deadline</u> Date/Time: January 26, 2017 2:00 PM EST

Response Submission Information:

University of Maine System
Office of Strategic Procurement

Email:

roger.ward@maine.edu Subject: RFB#065-17 Bid Submission

Attn: Ryan Ward

Response Contact Information:

Strategic Sourcing Manager: Ryan Ward

Email: roger.ward@maine.edu Phone: (207) 581-2712

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1.0 General Information

1.1 Purpose

The University of Maine (UMaine) is seeking bids for one (1)Tandem Axle Dump/Plow Truck as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Bidder(s).

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Bidders should review Section 2 of this document to see the full Specifications of the Product required.

Though this document is primarily for UMaine, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

1.2 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document 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 Eligibility to Submit Responses

1.3.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.4 Evaluation Criteria

Award will be made to the low bidder provided that all other requirements are satisfactorily met, as outlined in **Section 2** Specifications and **Sections 4 – 8** of this document.

<u>No Best and Final Offers</u>: The University will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

1.5 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.7	Optional Inspection of Trade-in	January 10, 2017 to January 13, 2017
Section 1, 1.6	Bidders' Written Inquires / Questions Due	January 17, 2017 End of Business
Section 1, 1.6	University's Response to Bidders' Written Inquires / Questions	January 19, 2017 End of Business
Section 1, 1.15	Deadline for Response Submission	January 26, 2017 2:00 PM EST
	Award Announcement (subject to	February 3, 2016 End of
	change)	Business

1.6 Communication with the University

It is the responsibility of the bidder to inquire about any requirement of this University of Maine System RFP Page 4 of 23

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document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. 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 using the **Response Contact Information** provided on the cover sheet of this document. Failure to comply with this requirement could result in disqualification from further consideration.

Refer to table in **Section 1, 1.5 Timeline of Key Events** for deadline requirements.

1.7 Optional Inspection of Trade-in

Bidders are to contact **Harold Dall at 581-2646** for specifications and an on-site inspection of trade-in value for UMaine truck # 300-562 (2009 International Workstar 7500 dump/plow truck, Vin #1HTWPAZT89J163918). Bidders are required to call in advance to schedule a time at the availability of the University.

1.8 Award

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Contract to that/those bidder(s). While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award contract(s) to one or multiple vendors, which may include awards to bidders for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Bidder to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses 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.

1.9 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.

1.10 Confidentiality

The information contained in responses 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 an award notice letters to all participating bidders and the successful bidder's response may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning response 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.

1.11 Costs of Preparation

Bidder assumes all costs of preparation of the response and any presentations necessary to the response process.

1.12 Debarment

Submission of a signed response 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.

1.13 Response Understanding

By submitting a response, 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.

1.14 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.15 Non-Responsive Responses

The University will not consider non-responsive responses, i.e., those with material deficiencies, omissions, errors or inconsistencies.

1.16 Response Submission

A SIGNED copy of this bid document must be submitted to the Office of Strategic Procurement as follows:

- Completion of Appendix A. Appendix A must be SIGNED as part of the submission.
- 2. Completion of **Appendix B**. **Appendix B** must be SIGNED as part of the submission.

- 3. Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.
- 4. Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.

Respondent may attached company bid to their submission as supporting information.

Respondent is still required to complete **Appendix C**.

1.17 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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.18 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the contract(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

2.0 Specifications

Mark / Check-off each specification to indicate that feature / specification is included in vehicle quoted. Include with price sheet.

Truck Specifications

- O Must be a new unit either model year 2016 or 2017
- O Truck to be painted red and wheel rims to be painted white
- O Hendrickson 46K Tandem Axle Rubber Suspension
- O Front axle to be a set-back type for tighter turning radius with shock absorbers
- O Front left spring to be 9,500# rated, no air bag
- O Right front spring to be 10,000# rated, no air bag
- O Front tires to be Goodyear F12R225-16ply standard radial
- O Rear tires to be Goodyear R11R225-16ply radial mud and snow rated
- O Minimum 58,000# GVWR
- 24" integrated front frame extension for mounting plow rigging
- Wheelbase shall be 120" from cab to center of tandem axle and be sufficient to accept a 12 CUYD capacity, 13 foot long minimum side dump left front discharge spreader body. Chassis must also accommodate plow rigging.
- O Diesel Engine
 - O Glow Plugs
 - Minimum 350 HP
 - Magnetic oil drain plug
 - All filters are to be screw-on type
 - O Electronic governor
 - O Equipped with a minimum 1,500 watt, 110 volt engine block heater with spring operated lid mounted on the front of truck
- Allison 3000-series automatic 5-speed transmission with magnetic oil drain plug and oil cooler system
- O Electronic transmission data access connector to be mounted on firewall
- O Minimum 50 gallon aluminum fuel tank with stainless steel tank straps
- O Heavy duty single frame
- O Frame must be clean of components from the cab back
- Semi-trailer connections
- O Break-away valve to be mounted on rear cross member in such a way to prevent interference with lights or license plate.
- O Hand control trolley valve shall be mounted either on the steering column or dashboard
- O The trailer air supply valve shall be mounted on the dashboard
- O 7-way semi-trailer round peg socket shall be mounted on the rear cross member University of Maine System RFP Pa

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- Dated: January 6, 2016 Must be fully compatible with and capable of hauling an Interstate Model 40DLA trailer without any further modifications or additions The OEM front bumper shall be provided with delivery of the truck Tilt steering wheel preferred
- Vertical exhaust with heat shield behind cab on right hand (passenger) side of truck
- O Frame, under cab and undercarriage components shall be fully coated with Valugard wax and undercoating rustproofing system.
- 4-Way Locking Differential
- O Rear axles to be 48,000# with automatic brake rear slack adjusters
- O Rear axles to have magnetic drain plugs
- O Heavy duty power steering suitable for snow plowing service
- Air brakes with aluminum air tanks
- Air dryer with heater
- O Air drain valves shall be equipped with remote pull cables
- O Hood to tilt forward with a factory-installed side access panel for safe and easy daily inspections. This panel must be located on the oil fill side of the engine.
- O 12-volt electrical system with a minimum 160-amp charging system
- Single battery box frame mounted on left hand side under cab
- Emergency positive lead electrical disconnect mounted in the cab within reach of the driver's seat
- O Factory 7' long wiring harness extension at rear of truck to power auxiliary lights on dump body
- Factory wiring for marker light switch integral with headlight switch and single connector and switch for snow plow lights, low beams off with high beams for connection of plow rigging to truck.
- Backup lights on chassis
- O Cab specs:
 - Standard cab marker lights
 - All exterior mirrors are to be heated and power adjustable
 - Right hand door shall have an unheated down view mirror
 - Heated windshield
 - Power windows
 - O Switches in cab to be illuminated rocker 6-pack type
 - Air conditioning
 - O 2-speed delay windshield wipers
 - Cab grab handles for cab entry
 - O Floor mats
 - O 3-point lap/shoulder seat belts
 - O Air suspension high back seat with adjustable lumbar
 - O Dash instruments shall include:
 - **Tachometer**
 - Speedometer

- Oil Temperature
- Oil Pressure
- Water Temperature
- Volt Meter
- Amp Meter
- Fuel Gage
- Air Gage
- Brake warning light
- Low air pressure alarm
- Engine hour meter
- O Backup alarm
- O AM/FM Radio with installed speaker and with hands free Bluetooth and microphone

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- Air and electric horn
- O Defroster / heater
- O Cab mounted fire extinguisher is excluded from this specification
- O Manuals shall include one (1) set of the following:
 - O Operator Manual
 - Maintenance and repair manual
 - O Line chart
 - O Parts manual

Hydraulic System

- O The hydraulic system shall operate the sander, dump body, plow and wing systems.
- O The hydraulic pump shall be a tandem system and run off from the engine crankshaft as direct drive at the front of the engine. The pump shall have two stages – one stage will supply the plow, wing and body hydraulics and the other stage will supply the sander control.
- O Hydraulic tank to be mounted on truck frame and have a level sight gage and a shut-off valve.
- O Hydraulic controller shall be a Cirus Controls EZ Spread 3-channel controller mounted in cab on the control tower.
 - O First channel to run the feed
 - Second channel to run the spinner
 - O Third channel to run the liquid system

Dump body Specifications

- 12 CUYD capacity, 13 foot long minimum side dump combination dump and sander with front spreader
- O 3/16" Corten steel construction
- ¼" Hardex floor
- O Stainless steel hinges on bed chain floor
- O Double-acting telescopic lift cylinders on the sander body
- O Heavy duty bed chain with grease chain adjusters
- Centrally located lubrication system to service all required lubrication points on rear of truck including sander floor and body hinge

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Request for Bid - #065-17 Dated: January 6, 2016 O Heavy duty bed chain with greased chain adjuster LED Sander lights O Steel channel iron sideboards, flat side out O Inside corner steel step with traction safety serrations on inside of dump body on driver's O Ladder with fold down extension on driver's side Cab shield headboard Air tailgate O Mud flaps in front of and behind the tandem axles O 4 LED strobe lights mounted in the rear of the dump body (an upper left, a lower left, an upper right and a lower right orientation) LED stop and turning lights in the rear post Primed and painted black O 2 LED strobe lights mounted on the front of the cab shield and one LED strobe light mounted on each side of the cab shield. Lights shall be single style Buyers Product Oval light box models LB383. Exact mounting location to be specified at time of bid award. O Bed floor indicator light to indicate raised bed O Safety kickout cable (if available) O Donovan Bullet 7000 electric load cover O Liquid calcium system mounted on frame Minimum 50-gallon poly tank with shutoff valve and filter, tank mounted with filler port on passenger side of truck In-cab activated from the EZ Spread controller Minimum 150 PSI working pressure on the spray system Plow Specifications Power tilt front plow hitch to include a remote lever to control the hydraulic cylinder for ease of plow attachment Fisher high intensity headlights with blinkers O High lift patrol wing system with full trip arms, trip block and safety chain O Front wing post not to exceed 72" in height O Front post to be an 8" I-Beam and the rear post to be a 10" I-Beam O 11' steel wing with 10' bolt-on carbide cutting edge and curb shoe

- 11' Reversible steel plow with bolt-on carbide cutting edge with curb shoes on each side
- O Push frame to be heavy duty hydraulic double ram with cushion valve
- O Plows to be primed and painted black
- O Tandem gear hydraulic pump
- O In-cab cable operated controls. Unit must be adjustable for different size operators.
- LED Wing light

- O 3/4" pintle plate with 30-ton swivel style pintle hitch preferred with D-rings
- O Pintle shall be mounted 29" above ground level
- O Glad handles to be mounted on the left and right hand sides of the frame.
- O Stop, reverse and directional LED lights to be mounted in back plate cutouts such that the lenses are flush with the back plate surface

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O Single pole socket (Phillips part #15-320) to be mounted on the right hand side of the pintle plate for auxiliary power to trailer ramps

General Requirements

- Unit, plow and dump body shall be delivered fully serviced, tuned up, wheels balanced and ready to go.
- O All steps to assemble the truck with the above items are the responsibility of the bidder.
- O Painted steel front bumper to be delivered with truck when delivered to UMaine.
- O Statement of warranty.
- O Statement of name and address of local Authorized Service Representative
- O Statement of trade-in value for UMaine truck # 300-562 (2009 International Workstar 7500 dump/plow truck, Vin #1HTWPAZT89J163918)
- O Valid temporary plates
- O Delivery of and invoice for the unit shall be <u>after July 4, 2017 but prior to July 31, 2017</u>.

3.0 General Terms and Conditions

3.1 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.

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3.2 Cancellation/Termination

If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, 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 seventy-two (72) hours 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

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3.8 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.

3.9 Gramm Leach Bliley (GLB) Act (Confidentiality of Information) The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

3.10 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.

3.11 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.

3.12 Contractor's Liability Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

Insurance Type

- Commercial General Liability
 (Written on an Occurrence-based form)
- Automobile Liability (Including Hired & Non-Owned)
- 3. Workers Compensation

Coverage Limit

\$1,000,000 per occurrence or more (Bodily Injury and Property Damage) \$1,000,000 per occurrence or more (Bodily Injury and Property Damage) Required for all personnel (In Compliance with State Law)

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The **University of Maine System** shall be named as Additional Insured on the Commercial General Liability insurance and as additional insured and certificate holder.

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.

Certificates of Insurance for all of the above insurance shall be filed with:

University of Maine System Risk Manager 16 Central Street Bangor, Maine 04401

3.13 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.

3.14 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.

The University of Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which

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includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

3.15 Pricing

All prices quoted shall remain firm for the entire term of the agreement. Quotations must be F.O.B. Destination to the University of Maine, Orono Motor Pool. Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete delivery on a F.O.B. Destination basis.

The University reserves the right to decline Bidder's trade-in offer.

4.1 Response Submission Requirements

A SIGNED copy of this bid document must be submitted to the Office of Strategic Procurement as follows:

5. Completion of **Appendix A**. **Appendix A** must be SIGNED as part of the submission.

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- 6. Completion of **Appendix B**. **Appendix B** must be SIGNED as part of the submission.
- 7. Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.
- 8. Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.

Respondent may attached company bid to their submission as supporting information. Respondent is still required to complete **Appendix C**.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 General Format Instructions

- 4.1.1 All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- 4.1.2 Bidders must complete and submit the response cover page provided in Appendix A of this document and provide it with the Bidder's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 4.1.3 It is the responsibility of the Bidder to provide <u>all</u> information requested in the document package <u>at the time of submission</u>. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration.

4.2 Content Format Instructions

The response shall be submitted under the same cover at the same time, in the four (4) distinct sections noted below:

<u>Section I</u> - Requirements - Organization Qualifications and Experience

1. Appendix A – University of Maine System Response Cover Page and table of contents.

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2. Appendix B - Debarment, Performance and Non-Collusion Certification

Section II - Requirements - Pricing Response

1. Appendix C - Provide response for Pricing and Trade in

Section III - Attachments

1. Any remaining attachments required as part of the response.

5.0 Confidential Information

5.1 None Needed

6.0 List of Appendices and Related Documents

This section lists documents which are included.

- 6.1 Appendix A University of Maine System Response Cover Page
- 6.2 Appendix B Debarment, Performance and Non-Collusion Certification
- 6.3 Appendix C Cost Response Form

Appendix A – University of Maine System Response Cover Page

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- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's response.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge a inancial, is complete and accu	•	ed in the enclosed quote, both programmatic and ubmission.
Authorized Signature	Date	Name and Title (Typed)

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

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By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Date:		
Name and Title (Printed)		
Authorized Signature		

Dated: January 6, 2016

Appendix C - Cost Response Form

University of Maine System COST RESPONSE FORM

RFB #065-17 **Tandem Axle Dump/Plow Truck – University of Maine**

Bidder's Organization Name:

GENERAL INSTRUCTIONS:

IMPORTANT - Please do NOT change any formatting on the response sheet in any manner (such as merged cells). You can add rows required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.

Respondents are required to submit all costs associated with the stated product / service.

Respondents are required to attach detailed specifications informational documentation of item(s) submitted in bid for the University to determine item(s) meet specification requirements.

Truck:	
Make, Model, & Year:(Note: Attach	Detailed Vehicle Specifications with Quote)
Net Purchase Price of Truck:	\$
Trade-in Value of Truck:	\$
Net Price of New Truck minus trade-in value Delivered to the University of Maine (Orono):	<u>\$</u>

The University reserves the right to decline Bidder's trade-in offer.

Dated: January 6, 2016