



Administered By
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BID

STREET SWEEPER

RFB #21-07
March 12, 2007

BID MUST BE RECEIVED BEFORE:
March 28, 2007

MAIL OR HAND DELIVER BID TO:

University of Maine System
Office of Strategic Procurement
16 Central Street
Bangor, ME 04401

Show RFB Number, Opening Date, and Time on Envelope

NOTE: BID must be time stamped at **University of Maine System Office of Strategic Procurement** before the hour and date specified for receipt of bid.

Sealed bids will be received until the date and time established for receipt.

REFER INQUIRIES TO:
Hal Wells
University of Maine System
Office of Strategic Procurement
16 Central Street
Bangor, ME 04401
(207) 973-3302

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1. GENERAL INFORMATION

1.1. **Purpose:** The University of Maine System Acting through the University of Maine, hereinafter known as the University, is seeking bids to purchase one (1) new; three (3) or four (4) wheel mechanical street sweeper as outlined in the attached documents. This purchase may include an optional trade in of a sweeper currently owned by the University. Specifications of said unit are as follows:

- 1995 Elgin Whirlwind Vacuum Street Sweeper & Catch Basin Cleaner
- Vin: 1FDXH70C7SVA55380
- Right hand side broom
- Chassis: Ford CF700
- John Deere 4 cylinder auxiliary engine
- Air brakes
- Air conditioning
- Mileage 25,360
- Hours: Unknown

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

1.2. **Definition of Parties:** Respondents to the RFB shall hereinafter be known as the “Bidder.” The Bidder to whom the contract is awarded shall hereinafter be known as the “Contractor.”

1.3. **Evaluation:** Award will be made to the low bidder provided that all other requirements are satisfactorily met, including but not limited to meeting all minimum specifications. However, consideration will be given to delivery, references, and warranty options.

1.4. **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.

- 1.5. **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. The University will not be bound by oral responses to inquiries or written responses other than addenda.

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- 1.6. **Award:** 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 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 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. **Cost of Preparation:** Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.9. **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.

- 1.10. **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.
- 1.11. **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 # _____

- 1.12. **Bid Validity**: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.13. **Errors**: Bids may be withdrawn or amended by Bidders at any time prior to the bid opening (ref Section 1.15). 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 shall prevail.
- 1.14. **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.

- 1.15. **Submission**: A signed original plus two (2) copies of the bid must be received at the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, ME, 04401, no later than **2:00 P.M. EST, Wednesday, March 28, 2007**, for a public opening. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 2:00 P.M. EST deadline due to unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. Bids must be date and time stamped by the University on time to be considered. In the event that the University is closed due to inclement weather at the time the bid is due, the

bid will be opened at the same time on the next day that the University is open. Bidders may wish to call (207) 973-3298 if the weather is bad, to learn if the University is closed. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single vendor, however, additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED BIDS OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

1.16. **Tax Exemption:**

1.16.1. *Federal Exemptions:* The University is exempt from payment of Federal Excise Taxes on articles not for resale and from the Federal transportation taxes on all shipments. The Contractor and subcontractor shall quote **and shall be reimbursed less these taxes.** Upon application, exemption certificates shall be furnished when required.

1.16.2. *Maine State Exemptions:* The University is exempt from payment of Maine State Sales and Use Taxes.

1.17. **Demonstration/Test Drive:** Demonstrations may be requested prior to an award. As part of the evaluation, the University must be allowed to test drive the equipment being proposed. University on-site demonstrations/test drive is preferred; however, dealer on-site demonstrations may be acceptable.

2. TERMS AND CONDITIONS

2.1. **Acceptance Tests:** The acceptance tests required to demonstrate that performance specifications can be met must be carried out in exacting accordance with the capabilities as described in the user and technical documentation/operation manuals(s) delivered with the equipment or submitted with the bid response. Failure to satisfy this acceptance test may result in rejection of the equipment with no financial obligation incurred by the University.

2.2. **Delivery Notification:** Equipment will be delivered to the University of Maine Motor Pool, 5765 Service Building, Orono, Maine 04469. The University shall be notified 24 hours prior to delivery so that personnel may be available. Notification shall be made to Harold Dall, (207) 581-2646.

2.3. **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 principals. 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.

- 2.4. **Manuals:** The Contractor shall provide with each piece of equipment two (2) owner/operator manuals, two (2) parts lists, and two (2) service/maintenance manuals. Both hard copy manuals and electronic format (CD Rom) will be required.
- 2.5. **Payments:** Payment shall be upon submittal of an invoice to the address provided on the purchase order, on a net 30 basis unless discount terms are offered with the bid document. Invoice must include the purchase order number.
- 2.6. **Training:** Upon or after delivery of new equipment, Contractor will be required to provide the University with basic operator and service training. This training is to be scheduled by the University.

3. MINIMUM SPECIFICATIONS

Please respond using the following specification Table when submitting your bid.

Requested Specifications	Yes/No	Vendor Specification Variance
<p>3.1 Unit</p> <ul style="list-style-type: none"> • Equipment shall be new. The University will not accept equipment that has been used for demonstration purposes. Hours on the equipment may not exceed factory test time. • Three (3) or four (4) wheel design • Equipment must be a mechanical model NOT a vacuum unit. • Equipment shall be a “Cab forward” or “Operator Up Front” design 		
<p>3.2 Engine</p> <ul style="list-style-type: none"> • Engine designed for diesel fuel • Turbocharger Equipped • 75 HP, Minimum • Cold Starting Aid • 110 volt, 1000 amp (minimum) block heater with a spring loaded receptacle professionally mounted on the front of the vehicle • Exhaust emission and noise level shall comply with all applicable Federal, State of Maine, and EPA standards. 		

Requested Specifications	Yes/No	Vendor Specification Variance
3.3 Operator's Cab <ul style="list-style-type: none"> • Two (2) external mount "West Coast Type" rear view mirrors • Air ride seat with seat belt • Cab heater and defroster in the highest capacity available • Air conditioning • Engine oil pressure gauge • Water temperature gauge • Low engine oil gauge • Fuel level gauge • Service hour meter • Horn • AM/FM Radio • Mounted 5lb fire extinguisher • Minimum of one (1) accessory power plug (30 amp) 		
3.4 Cooling System <ul style="list-style-type: none"> • Heavy duty design and construction with ample capacity for continuous high engine output under extreme temperatures and/or operating conditions • Anti-freeze to -40° Fahrenheit 		
3.5 Filters <ul style="list-style-type: none"> • All filters to be heavy duty dry type (dual stage preferred) • All filters to be located for ease of servicing 		
3.6 Water system <ul style="list-style-type: none"> • Polyethylene tank construction • 200 Gallon minimum capacity • Water fill hose with storage locker or bucket 		
3.7 Hopper <ul style="list-style-type: none"> • Stainless Steel construction • Volumetric capacity minimum 4.0 cubic yards • Payload discharge capacity minimum 10,000 lbs 		

Requested Specifications	Yes/No	Vendor Specification Variance
3.8 Sweeping System <ul style="list-style-type: none"> • Minimum Sweeping path 115 inches • Gutter brooms mounted on both sides of chassis with reversible motors and digging pressure/wear control • Gutter broom lights • All broom functions to be pneumatically controlled from the cab 		
3.9 Tires/Suspension <ul style="list-style-type: none"> • Tire size and tread design to be consistent with equipment manufacturer's recommendation • One (1) spare tire and wheel for front wheels • One (1) spare tire and wheel for rear wheels • Suspension mounted on all three (3) or four (4) wheels 		
3.10 External Equipment <ul style="list-style-type: none"> • Backup lights • Backup alarm • Strobe light mount in center of operator's cab • Strobe lights mounted on both rear corners of the unit • Tow hooks mounted front and rear • Directional signals 		
3.11 Warranty <ul style="list-style-type: none"> • Vendor or manufacturer shall give a minimum one (1) year no deductible, parts, service call, and labor warranty. Additional contracts may be desired (ref Section 4.1) 		
3.12 Orientation and Training <ul style="list-style-type: none"> • Equipment Specific training for operators • Motor pool department service training 		

Requested Specifications	Yes/No	Vendor Specification Variance
3.13 Parts Availability <ul style="list-style-type: none"> • Replacement parts for major components shall have a 48 hour availability 		

4. SUBMISSION REQUIREMENTS

- 4.1. **Transportation Charges:** Quotations must be F.O.B. Destination. Prices quoted shall be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage fees, etc. necessary to complete delivery on an F.O.B. Destination basis to 5765 Service Building, Orono, Maine 04469.
- 4.2. **Training:** Pricing must include training for University personnel (ref Section 2.6). Please provide details of the training included in price.

5. PRICE QUOTATION

5.1. **Manufacturer and Model:** _____

5.2. **Cost:**

5.2.1. *Cost without Trade:* \$ _____

5.2.2. *Net Price with Trade of 1995 Elgin Whirlwind (ref Section 1.1):*
\$ _____

NOTE: Bidders may contact Michael Noblet at (207) 581-2666 to obtain additional details about the trade-in and / or to arrange to see the trade-in.

5.3. **Service Agreement:** Provide the annual cost of a service agreement beyond the warranty period and the names of service representatives who would service this account:

5.3.1. *Year One:* Factory (provide details if longer than (1) year)

5.3.2. *Years Two – Five:* No deductible parts, service call, and labor warranty in years two (2) – five (5). Please indicate the costs for each option below:

5.3.2.1. **Option 1:** Four year package - years 2-5, purchased at the end of the factory warranty:
\$ _____

5.3.2.2. Option 2: Annual purchase of service agreement

Year 1 Cost: Factory (no charge)
Year 2 Cost: \$ _____
Year 3 Cost: \$ _____
Year 4 Cost: \$ _____
Year 5 Cost: \$ _____

5.3.3. *Authorized Service Representative:*

Name: _____
Address: _____
Telephone: _____

5.4. **Lead Time**: State the number of days to delivery after receipt of order:

6. SIGNATURE

Company Name: _____

By: _____
(Signature)

(Print Name)

(Date)