

Administered by University of Maine System

Office of Strategic Procurement

Request for Bid (RFB)

SINGLE WIDE TRAILER SALE

RFB #2023-052

BID SUBMISSION PACKAGE

**Issued Date:** November 18, 2022

**Response Deadline Date/Time:** November 21, 2022, 11:59 p.m. EST

Submitted electronically to UMSResponses@maine.edu

Email Subject Line – RC: Single Wide Trailer Sale - RFB#2023-052

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Robin Cyr

Email: robin.cyr@maine.edu

### **Appendix A – University of Maine System Response Cover Page**

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Single Wide Trailer Sale

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| --- | --- |
| Organization Name: |  |
| Chief Executive – Name/Title: |  |
| Telephone: |  |
| Fax:  |  |
| Email: |  |
| Headquarters Street Address: |  |
| Headquarters City/State/Zip: |  |
| Lead Point of Contact for Quote – Name/Title: |  |
| Telephone: |  |
| Fax:  |  |
| Email: |  |
| Street Address: |  |
| City/State/Zip: |  |

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. 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 Respondent’s response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into agreement obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
	1. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
	2. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
	3. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University’s employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University’s employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
	4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to ''trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or Agreement, if any, executed between UMS and your entity.

*To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name and Title (Printed) Authorized Signature

**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:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on Agreements issued by any governmental agency.
2. Have not within three years of submitting the proposal for this Agreement been convicted of or had a civil judgment rendered against them for:
	1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or Agreement.
	2. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
	3. 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
	4. 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.
3. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name and Title (Printed) Authorized Signature

**Appendix C – Required Cost Evaluation Exhibits**

University of Maine System

COST EVALUATION

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**GENERAL INSTRUCTIONS:**

1. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of services may be included.
2. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.
3. **Minimum bid is $1,000.00.**

**Sale is ‘as is where is’, no warranties provided.**

**Respondent Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Respondent agrees to remove the trailer by December 7, 2022 and purchaser must cover all costs associated with moving.**