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

Multiple Truck Purchases
RFB #2024-065

Issued Date: March 22, 2024

Response Deadline Date/Time: March 29, 2024, 11:59 p.m. EST

Response Submission Information:
Submitted electronically to UMSResponses@maine.edu
Email Subject Line – DH: Truck Purchases – RFB #2024-065

Response Contact Information:
Strategic Sourcing Manager (SSM): Derek Houtman
Email: UMSResponses@maine.edu
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1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

1.1.2 Background

Overview

Established in 1968, the University of Maine System (UMS) unites six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

Campus thumbnails

University of Southern Maine

Known for its academic excellence and student focus, the University of Southern Maine (USM) is a community-engaged university taking advantage of its three-campus location in the economic and cultural heart of Maine to provide unmatched, authentic, hands-on learning experiences. This gives our graduates a leg up in launching their careers while at the same time meeting the workplace needs of our region and state.

Our significant financial and academic support provides our students access to a high quality education, helps ensure their success once they are here and enables them to pursue and realize their dreams upon graduation.
Reflecting the community it serves, USM has become known as “the University of Everyone,” welcoming a diverse mix of ages, backgrounds and income levels to our 8,000 plus student body. Ranging from traditional high school graduates to adults completing their degree, from high achievers to those who may not have seen a college education in their future, from new Mainers to veterans who have served our nation, the University of Southern Maine supports their academic pursuits and encourages their advancement.

University of Maine School of Law
The University of Maine School of Law is the state’s public and only law school, a vital resource serving our local, regional, national, and global community. Maine Law is an institutional public servant committed to providing an accessible and affordable student-focused program of legal education and achieving the highest standards of ethical behavior. Our rigorous doctrinal and experiential curriculum, influential scholarship, and signature programming prepare students to practice law, promote respect for the rule of law, and advance justice for all members of society.

University of Maine Graduate and Professional Center
Located in Portland but serving students and employers statewide, the University of Maine Graduate and Professional Center (the Maine Center) brings together academic programs in law, business, and public policy to train the workforce of the future and grow Maine’s economy. The Maine Center is an academic consortium composed of the University of Maine School of Law, the University of Maine Graduate School of Business, the graduate programs of the Muskie School of Public Service, and the Cutler Institute of Health and Social Policy. This consortium develops cross-disciplinary, experiential, and market-driven programming for graduate students in the Maine Center’s three focus areas. The Maine Center also delivers programming for members of Maine’s civic, business, and legal communities, including executive education, certificates, workshops, externship placements, and a startup incubator/accelerator. The Maine Center is supported by a challenge grant from the Harold Alfond Foundation.

1.1.3 Purpose
The University of Maine System is seeking to purchase multiple trucks for different departments and campuses. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review 1.1.4 Specifications / Scope of Work of this document to see the full Scope of Services/Products required.

The University is committed to providing increased access and opportunity to diverse businesses include and not limited to: Lesbian, Gay, Bisexual and Transgender Business Enterprise (LGBTQ+BE); Minority Business Enterprise (MBE); Service-Disabled Veteran Business Enterprise (SDVBE); Small Business Enterprise (SBE); veteran-owned; service-disabled veteran-owned; HUBZone; small disadvantaged business; women-owned; minority-owned; Veteran Business Enterprise (VBE); and Women’s Business Enterprise (WBE).
Though this document is primarily for the University of Southern Maine, 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.

1.1.4 Specifications
The specifications for each vehicle are listed in Appendix C. Respondents should fill out all the requested information in Appendix C. Awards will be made on a vehicle-by-vehicle basis.

1.2 General Information
1.2.1 Contract Administration and Conditions
1.2.1.1 The winning Respondent(s) will receive a Purchase Order from the University of Maine System

In the event of a conflict of terms the following precedence will apply:
1. University of Maine System Purchase Order
2. Agreement Riders as required
3. The University’s RFB
4. Respondent’s Submission

1.2.1.2 Modification of Purchase Order terms and conditions is permitted except that the University, due to its public nature, will not:

a. Provide any defense, hold harmless or indemnity;
b. Waive any statutory or constitutional immunity;
c. Apply the law of a state other than Maine;
d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
e. Add any entity as an additional insured to UMS policies of insurance;
f. Pay attorneys’ fees, costs, expenses or liquidated damages;
g. Promise confidentiality in a manner contrary to Maine’s Freedom of Access Act;
h. Permit an entity to change unilaterally any term or condition once the contract is signed;
i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
j. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 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:

a. The above Agreement provisions (Section 1.2.1.2) 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;

b. The above Agreement provisions (Section 1.2.1.2) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;

c. 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.

d. 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 contract, if any, executed between UMS and your entity.

1.2.2 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this 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 Respondents 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. Refer to table in Section 1.3.1 Timeline of Key Events for deadline requirements.

1.2.3 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent 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.

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents’
responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of “trade secret” under Maine law. Clearly mark any portion of your submitted materials which are entitled to “trade secret” exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

1.2.4 Costs of Preparation
Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

1.2.5 Authorization
Any 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.

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 Executive Director of Strategic Procurement & Services and it is not approved, valid or effective until such written approval is granted.

Vice Chancellor for Finance and Administration approval is required of any University of Maine System agreement of $50,000 or more, and it is not approved, valid or effective until such written approval is granted.

Chief Business Officer approval is required of any campus specific agreement of $50,000 or more, and it is not approved, valid or effective until such written approval is granted.

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

1.2.7 Pricing
All prices provided shall remain firm for the entire term of the agreement.
1.2.8 Cost Response Form Quantities
The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

1.2.9 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

1.2.10 Environment Compliance
In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali’s, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney’s fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor’s performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

1.2.11 Specification Protest Process and Remedies:
If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. 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 proposal 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 Deadline for Proposal Submission noted in Section 1.3.1. 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.
1.3 General Submission Provisions

1.3.1 Timeline of Key Events

<table>
<thead>
<tr>
<th>Reference Section</th>
<th>Event Name</th>
<th>Event Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1.2.2</td>
<td>Deadline for Proposal Submission</td>
<td>March 29, 2024</td>
</tr>
<tr>
<td>Section 2.2</td>
<td>Award Announcement</td>
<td>April 2, 2024</td>
</tr>
<tr>
<td></td>
<td>(subject to change)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Truck Delivery Date</td>
<td>As soon as available</td>
</tr>
</tbody>
</table>

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

1.3.3 Debarment
Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

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.

1.3.4 Response Understanding
By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

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

1.3.6 Non-Response Submission
The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.3.7 Response Submission
A SIGNED virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the Response Submission Information section of the cover page of this document.
- Electronic submission must be received by the required Response Deadline Date/Time reflected on the cover page of this document.
Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the Response Submission Information section of the cover page of this document to include: Submission 1 of X (‘X’ representing the number of files being submitted).
2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 Scoring Weights
The score will be based on a 100-point scale and will measure the degree to which each response meets the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Appendices</th>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix C</td>
<td>Cost Evaluation</td>
<td>100</td>
</tr>
</tbody>
</table>

Total Points 100

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation
The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

\[(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times \text{Points} = \text{pro-rated score}\]

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.

2.2 Award
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 Agreement(s) to one or multiple Respondents, which may include awards to Respondents 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 Respondent 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 Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.
2.3 Tie Bids
When two equal bids are received, 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 which will be determined by reviewing the electronic submission date and time stamp.

2.4 Negotiations
The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University’s Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

2.5 Award Protest
Respondents may appeal the award decision by submitting a written protest to the University of Maine System’s University of Maine System’s Chief Facilities and General Service Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at


If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS
3.1 General Format Instructions
3.1.1 Electronic Submissions
Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2” x 11” and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent’s name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.
3.1.2 Respondents Responsibility
It is the responsibility of the Respondent to provide all information requested in the
document package at the time of submission. 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. Include any forms provided in
the application package or reproduce those forms as closely as possible. All
information should be presented in the same order and format as described in this
document.

3.1.3 Brief Response
Respondents are asked to be brief and to respond to each question listed in the
“Response to Questions” section of this document. Number each response in the
response to correspond to the relevant question in this document.

3.2 Response Format Instructions
This section contains instructions for Respondents to use in preparing their response. The
Respondent’s submission must follow the outline used below, including the numbering of
section and sub-section headings. Failure to use the outline specified in this section or to
respond to all questions and instructions throughout this document may result in the
response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine
whether a variance from the document specifications should result in either disqualification
or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally
responsive. The University seeks detailed yet succinct responses that demonstrate the
Respondent’s experience and ability to perform the requirements specified throughout this
document.

3.2.1 Section 1 - Response Cover Page
3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 2 - Cost Response
3.2.2.1 Label this response - Section 2 – Cost Evaluation
3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits
**Appendix A – University of Maine System Response Cover Page**

RFB # 2024-065  
USM Truck Purchase

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive – Name/Title:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
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<tr>
<td>Fax:</td>
<td></td>
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<tr>
<td>Email:</td>
<td></td>
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<tr>
<td>Headquarters Street Address:</td>
<td></td>
</tr>
<tr>
<td>Headquarters City/State/Zip:</td>
<td></td>
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<tr>
<td>Lead Point of Contact for Quote – Name/Title:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
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<tr>
<td>Fax:</td>
<td></td>
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<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td></td>
</tr>
</tbody>
</table>

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 contractual 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:
   a. 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;
   b. 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;
   c. 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.
   d. 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 contract, 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: __________________________

__________________________________________ ______________________________________
Name and Title (Printed)    Authorized Signature
Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION
RFB # 2024-065
USM Truck Purchase

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
Appendix C – Required Cost Evaluation

University of Maine System
COST EVALUATION
RFB # 2024-065
USM Truck Purchase

GENERAL INSTRUCTIONS:

1. The Respondent must submit a quote for each truck listed below. Respondents should also include detailed specifications for each vehicle. The quote must cover the entire cost of the Truck delivered to the University listed.

2. 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 contracted services may be included.

3. 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.
VEHICLE #1: UMA FACILITIES

Directions: Bidders are to mark / check-off each specification to indicate that truck included in bid meets the specification.

Truck Specifications

- Must be a new unit either model year 2024 or 2025
- Minimum Heavy Duty 1 Ton Chassis
- Four Wheel Drive
- Standard cab with flat dump bed
- Factory snow plow package
- Class III receiver trailer hitch
- Tires to be all terrain radial mud and snow rated,
  Minimum 10-ply, minimum LT265/70R17
- Spare tire to match truck tires
- Painted steel wheels
- 8-cylinder Gasoline Engine
  - Minimum 350 HP
- Magnetic oil drain plug
- Heavy duty cooling system
- Heavy duty automatic transmission with oil cooler system
- 7-prong trailer light wiring connection
- Heated outside rear-view mirrors required
- Standard mirrors only are required - no large camper mirrors,
  Telescoping trailer tow mirrors accepted
- Heated rear window
- Tubular step running boards on both driver and passenger side,
  fully coated with Line-X coating or equivalent coating
- Tilt steering wheel preferred
- Air conditioning required
Intermittent windshield wipers
AM/FM radio
Truck to be painted white.
Frame to be painted.
Entire under side of the vehicle shall be fully coated with Valugard or equivalent rustproof coating
Bed to have spray-on full height Line-X or equivalent bedliner to cover entire bed including over the top of the bed sides if unit does not come standard with guards on top of the bed sides.
12-volt electrical system with a heavy-duty alternator
Dual batteries required
Bluetooth wireless hands free for cell phones
Backup camera preferred if available with lift gate
Cloth seats
Black Weather Teck brand floor mats
Dash instruments shall include:
  - Tachometer
  - Speedometer
  - Oil Pressure
  - Water Temperature
  - Volt Meter
  - Fuel Gage
Operator manual included

Plow Specifications
Fisher V-Plow
Bolt on steel cutting edge
Yellow flashing strobes on top or back rack for snow plowing use
Rubber snow flaps
Handheld controller not to be mounted

Back Rack Specifications
Magnum Lopro with Window
General Requirements

- Factory tailgate to be included with the truck, with factory tailgate step if available.
- The truck and plow shall be delivered fully serviced, tuned up, wheels balanced and ready to go.
- Four (4) each sets of keys and key fobs.
- All steps to assemble the truck 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 required by June 1, 2024.

SUBMISSION

Dealership Name: ________________________________

Truck: make, model, & year: ________________________________

Plow, make & model: ________________________________

Estimated Delivery Date of Truck to the University: ________________________________

Purchase Price of Truck & Plow: $ ________________________________

Net Purchase Price of Truck & Plow
Delivered to the University of Maine (Augusta): $ ________________________________
VEHICLE #2: UMA FACILITIES

Directions: Bidders are to mark / check-off each specification to indicate that truck included in bid meets the specification.

Truck Specifications

- Must be a new unit either model year 2024 or 2025
- Minimum Heavy Duty 1 Ton Chassis
- Four Wheel Drive
- Standard cab with flat dump bed
- Factory snow plow package
- Class III receiver trailer hitch
- Tires to be all terrain radial mud and snow rated, Minimum 10-ply, minimum LT265/70R17
- Spare tire to match truck tires
- Painted steel wheels
- 8-cylinder Gasoline Engine
  - Minimum 350 HP
  - Magnetic oil drain plug
  - Heavy duty cooling system
- Heavy duty automatic transmission with oil cooler system
- 7-prong trailer light wiring connection
- Heated outside rear-view mirrors required
- Standard mirrors only are required - no large camper mirrors, Telescoping trailer tow mirrors accepted
- Heated rear window
- Tubular step running boards on both driver and passenger side, fully coated with Line-X coating or equivalent coating
- Tilt steering wheel preferred
Air conditioning required
- Intermittent windshield wipers
- AM/FM radio
- Truck to be painted white.
- Frame to be painted.
- Entire under side of the vehicle shall be fully coated with Valugard or equivalent rustproof coating
  
Your Unit: ____________

- Bed to have spray-on full height Line-X or equivalent bedliner to cover entire bed including over the top of the bed sides if unit does not come standard with guards on top of the bed sides.

- 12-volt electrical system with a heavy-duty alternator
- Dual batteries required
- Bluetooth wireless hands free for cell phones
- Backup camera preferred if available with lift gate
  
Your Unit: ____________

- Cloth seats
- Black Weather Teck brand floor mats
- Dash instruments shall include:
  - Tachometer
  - Speedometer
  - Oil Pressure
  - Water Temperature
  - Volt Meter
  - Fuel Gage
- Operator manual included

**Plow Specifications**

- Fisher V-Plow
- Bolt on steel cutting edge
- Yellow flashing strobes on top or back rack for snow plowing use
- Rubber snow flaps
- Handheld controller not to be mounted

**Back Rack Specifications**

- Magnum Lopro with Window
General Requirements

- Factory tailgate to be included with the truck, with factory tailgate step if available
- The truck and plow shall be delivered fully serviced, tuned up, wheels balanced and ready to go.
- Four (4) each sets of keys and key fobs
- All steps to assemble the truck 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 required by June 1, 2024.

SUBMISSION

Dealership Name: __________________________________________

Truck: make, model, & year: __________________________________

Plow, make & model: _________________________________________

Estimated Delivery Date of Truck to the University: ______________

Purchase Price of Truck & Plow: $ _____________________________

Net Purchase Price of Truck & Plow Delivered to the University of Maine (Augusta): $ _____________________________
VEHICLE #3: UM Forestry Department

**Directions:** Bidders are to mark / check-off each specification to indicate that truck included in bid meets the specification.

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**Truck Specifications**

- Must be a new unit either model year 2024 or 2025
- Minimum Heavy Duty 3/4 Ton Chassis
- Four Wheel Drive
- Crew cab with 6 ½ or 8’ bed
- Factory snow plow package
- Class III receiver trailer hitch
- Tires to be all terrain radial mud and snow rated, Minimum 10-ply, minimum LT265/70R17
- Spare tire to match truck tires
- Painted steel wheels
- 8-cylinder Gasoline Engine
  - Minimum 350 HP
- Magnetic oil drain plug
- Heavy duty cooling system
- Heavy duty automatic transmission with oil cooler system
- 7-prong trailer light wiring connection
- Heated outside rear-view mirrors preferred
- Standard mirrors only are required - no large camper mirrors, Telescoping trailer tow mirrors accepted
- Tilt steering wheel preferred
- Air conditioning required
- Intermittent windshield wipers
- AM/FM radio
- Truck to be any color except white.
- Frame to be painted.
Entire under side of the vehicle shall be fully coated with Valugard or equivalent rustproof coating

Bed to have spray-on full height Line-X or equivalent bedliner to cover entire bed including over the top of the bed sides if unit does not come standard with guards on top of the bed sides.

12-volt electrical system with a heavy-duty alternator

Dual batteries required

Bluetooth wireless hands free for cell phones

Backup camera preferred

Dash instruments shall include:
  - Tachometer
  - Speedometer
  - Oil Pressure
  - Water Temperature
  - Volt Meter
  - Fuel Gage

Operator manual included

Plow Specifications
- Fisher XV2 or equivalent
- 8’-6” powder coated steel model
- Bolt on steel cutting edge
- LED Lights
- Rubber snow flaps
- Handheld controller not to be mounted

General Requirements
- Factory tailgate to be included with the truck, with factory tailgate step if available
- The truck and plow shall be delivered fully serviced, tuned up, wheels balanced and ready to go.
- Four (4) each sets of keys and key fobs
- All steps to assemble the truck 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
Dealership Name: ________________________________

Truck: make, model, & year: ________________________________

Plow, make & model: ________________________________

Estimated Delivery Date of Truck to the University: ________________________________

Purchase Price of Truck & Plow: $ ________________________________

Net Purchase Price of Truck & Plow Delivered to the University of Maine (Orono): $ ________________________________
VEHICLE #4 UM Grounds Shop One Ton 4x4 Plow Pickup Truck with Lift Gate Specifications

Directions: Bidders are to mark / check-off each specification to indicate that truck included in bid meets the specification.

Truck Specifications

- Must be a new unit either model year 2024 or 2025
- Minimum Heavy Duty 1 Ton Chassis
- Four Wheel Drive
- Standard cab with 8 foot bed
- Factory snow plow package
- Class III receiver trailer hitch
- Tires to be all terrain radial mud and snow rated, Minimum 10-ply, minimum LT265/70R17
- Spare tire to match truck tires
- Painted steel wheels
- 8-cylinder Gasoline Engine
  - Minimum 350 HP
- Magnetic oil drain plug
- Heavy duty cooling system
- Heavy duty automatic transmission with oil cooler system
- 7-prong trailer light wiring connection
- Heated outside rear view mirrors preferred
- Standard mirrors only are required - no large camper mirrors, Telescoping trailer tow mirrors accepted
- Heated rear window
- Tubular step running boards on both driver and passenger side, fully coated with Line-X coating or equivalent coating
- Tilt steering wheel preferred
Air conditioning required
- Intermittent windshield wipers
- AM/FM radio

- Truck to be painted white.
- Frame to be painted.
- Entire under side of the vehicle shall be fully coated with Valugard or equivalent rustproof coating

Your Unit:

- Bed to have spray-on full height Line-X or equivalent bedliner to cover entire bed including over the top of the bed sides if unit does not come standard with guards on top of the bed sides.

- 12-volt electrical system with a heavy-duty alternator
- Dual batteries required
- Bluetooth wireless hands free for cell phones

- Backup camera preferred if available with lift gate

Your Unit:

- Cloth seats
- Black Weather Teck brand floor mats

- Dash instruments shall include:
  - Tachometer
  - Speedometer
  - Oil Pressure
  - Water Temperature
  - Volt Meter
  - Fuel Gage

- Operator manual included

**Plow Specifications**

- Boss Steel DXT
- 8’-2” powder coated steel model
- Bolt on steel cutting edge
- LED Lights
- Rubber snow flaps
- Handheld controller not to be mounted

**Lift Gate Specifications**
Maxon Me2-C2
- 1,300 lb. lift capacity
- Dual cylinder
- 55” x 38” steel platform with 6” tapered ramp
- Curbside toggle control switch
- Lift gate frame and platform are to be galvanized
- 150 amp breaker

**Back Rack Specifications**
- Magnum Lopro with Window

**General Requirements**
- Factory tailgate to be included with the truck, with factory tailgate step if available
- The truck and plow shall be delivered fully serviced, tuned up, wheels balanced and ready to go.
- Four (4) each sets of keys and key fobs
- All steps to assemble the truck 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.
Dealership Name: ________________________________

Truck: make, model, & year: ________________________________

Plow, make & model: ________________________________

Estimated Delivery Date of Truck to the University: ________________________________

Purchase Price of Truck & Plow: $ ________________________________

Net Purchase Price of Truck & Plow
Delivered to the
University of Maine (Orono): $ ________________________________
VEHICLE #5: UM Facilities

Directions – Bidders are to mark / check off each specification to indicate that truck included in bid meets the specification

Truck Specifications

- Must be a new unit either model year 2024 or 2025
- ½ Ton Chassis
- Four Wheel Drive
- Crew Cab with ~6’ Bed
- Class III receiver trailer hitch
- Tires to be all terrain radial mud and snow rated
- Spare tire to match truck tires
- Painted steel wheels
- Gasoline Engine, V6 or V8
- Automatic transmission
- 7-prong trailer light wiring connection
- Heated exterior mirrors
- Standard mirrors only are required - no large camper mirrors
- Heated rear window
- Tilt steering wheel
- Air conditioning
- Intermittent windshield wipers
- AM/FM radio
- Truck preferred white
- Frame to be painted - Entire under side of the vehicle shall be fully coated with Valugard or equivalent rustproof coating.
- Bed to have spray-on full height Line-X or equivalent bedliner to cover entire bed including over the top of the bed sides
- Bluetooth wireless hands free for cell phones
- Backup camera
- Cloth seats with rubber floor mats
- Dash instruments shall include:
- Tachometer
- Speedometer
- Oil Pressure
- Water Temperature
- Volt Meter
- Fuel Gage
- Operator manual included

**Back Rack Specifications**
- Magnum Lopro with Window

**Dealership Name:** 

Truck: make, model, & year: 

Estimated Delivery Date of Truck to the University: 

**Net Purchase Price of Truck**
Delivered to the University of Maine (Orono): $
VEHICLE #6: UM Facilities

Directions – Bidders are to mark / check off each specification to indicate that truck included in bid meets the specification

Truck Specifications

- Must be a new unit either model year 2024 or 2025
- ½ Ton Chassis
- Four Wheel Drive
- Regular Cab with 8’ Bed
- Class III receiver trailer hitch
- Tires to be all terrain radial mud and snow rated
- Spare tire to match truck tires
- Painted steel wheels
- Gasoline Engine, V6 or V8
- Automatic transmission
- 7-prong trailer light wiring connection
- Heated exterior mirrors
- Standard mirrors only are required - no large camper mirrors
- Heated rear window
- Tilt steering wheel
- Air conditioning
- Intermittent windshield wipers
- AM/FM radio
- Truck preferred white
- Frame to be painted - Entire under side of the vehicle shall be fully coated with Valugard or equivalent rustproof coating.
- Bed to have spray-on full height Line-X or equivalent bedliner to cover entire bed including over the top of the bed sides
- Bluetooth wireless hands free for cell phones
- Backup camera
- Cloth seats with rubber floor mats
- Dash instruments shall include:
Request for Bid – Multiple Truck Purchases

- Tachometer
- Speedometer
- Oil Pressure
- Water Temperature
- Volt Meter
- Fuel Gage
- Operator manual included

**Back Rack Specifications**
- Magnum Lopro with Window

**Dealership Name:** _____________________________________________________________________________________

Truck: make, model, & year: _______________________________________________________________________________

Estimated Delivery Date of Truck to the University: _____________________________

**Net Purchase Price of Truck**
Delivered to the University of Maine (Orono): $ _____________________________
VEHICLE #7: UM Facilities

Directions – Bidders are to mark / check off each specification to indicate that truck included in bid meets the specification

Truck Specifications

- Must be a new unit either model year 2024 or 2025
- ½ Ton Chassis
- Four Wheel Drive
- Regular Cab with 8’ Bed
- Class III receiver trailer hitch
- Tires to be all terrain radial mud and snow rated
- Spare tire to match truck tires
- Painted steel wheels
- Gasoline Engine, V6 or V8
- Automatic transmission
- 7-prong trailer light wiring connection
- Heated exterior mirrors
- Standard mirrors only are required - no large camper mirrors
- Heated rear window
- Tilt steering wheel
- Air conditioning
- Intermittent windshield wipers
- AM/FM radio
- Truck preferred white
- Frame to be painted - Entire under side of the vehicle shall be fully coated with Valugard or equivalent rustproof coating.
- Bed to have spray-on full height Line-X or equivalent bedliner to cover entire bed including over the top of the bed sides
- Bluetooth wireless hands free for cell phones
- Backup camera
- Cloth seats with rubber floor mats
- Dash instruments shall include:
  - Tachometer
Request for Bid – Multiple Truck Purchases  

Dated: March 22, 2024

- Speedometer
- Oil Pressure
- Water Temperature
- Volt Meter
- Fuel Gage
- Operator manual included

**Back Rack Specifications**
- Magnum Lopro with Window

**Dealership Name:** ________________________________

**Truck: make, model, & year:** ________________________________

**Estimated Delivery Date of Truck to the University:** ________________________________

**Net Purchase Price of Truck**
**Delivered to the University of Maine (Orono):** $ ________________________________
UM TRADE IN VEHICLES:

The University of Maine is seeking to trade in the vehicles listed below. Respondents are required to take these vehicles as trade-ins for Vehicle’s #4 - #7. Reach out to Bart Gallant at 207-949-0565 to schedule a time to see these vehicles.

2004 Dodge Ram 2500; VIN 3D7KA26D84G176331; plate #300-329; Current miles 149,068

Trade-in Value UMaine Truck #1  $ __________________________

2009 Chevrolet Silverado 2500 LT 1GCHK54K49F147289 plate #300-713; Current miles 41,714

Trade-in Value UMaine Truck #2: $ __________________________

2012 Ford F350SD 1FTBF2B65CEB20307 plate #300-875; Current miles 40,681

Trade-in Value UMaine Truck #3: $ __________________________