RFQ Invitation

RFQ Project: 2019 MAINTENANCE DUMP TRUCK

The Sanford School Department invites you to participate in the bid for:

One (1) Medium Duty Dump Truck – 4x4, 4500-Series, V-Plow, Automatic.
Model Year: 2019 or 2018 if New
Manufacturer: Chevy, GMC or Ford
Color Preference: White, Silver or Gray

Sealed quotes will be accepted until **11:00 am** on, **Wednesday, October 16, 2019**. Please send three (3) copies of your quotes to Sanford School Department Offices, 917 Main Street, Suite 200, Sanford, Maine 04073. All quotes will be publicly opened and read aloud on the day, time and place mentioned above.

RFQ Forms are available on the Sanford School Department website: www.sanford.org or by contacting the Sanford School Department Office at (207) 324 2810.
RFQ Instructions/Conditions

RFQ Project: 2019 MAINTENANCE DUMP TRUCK

GENERAL

A. Award Information:

1. In accordance with Sanford School Department Bid Procedure Policies DJ-R1 and R-2, “Proposals are to be evaluated based on criteria appropriate for the project in question, and the contract will be awarded to the vendor whom the Superintendent and School Committee deem best able to meet the requirements of the school department.”

2. All efforts will be made to place the recommended RFQ Proposal on the next regularly scheduled Sanford School Committee agenda for vote. A Service/Goods Agreement will be executed within ten (10) days of the Sanford School Committee vote. All other responding vendors will be notified regarding the outcome of this vote in a timely manner.

3. The right is reserved by the Sanford School Department to reject any proposal where an investigation of the evidence or information submitted by the bidder does not satisfy the School Department that the bidder is qualified to properly carry out the terms of the project.

B. Conflict of Interest

In accordance with Sanford School Department Vendor Relations Policy DJG:

1. The schools shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price, service and delivery;

2. No purchase will be made from a member of the School Committee, nor from a member of his immediate household, nor from any enterprise in which he holds a substantial interest, except for public utilities or when the bidding process has been used;

3. No person authorized to act on behalf of the school department shall enter into any agreement, contract, purchase, order, etc. with any individual, firm, corporation, organization, etc. in which said person has a financial interest.

C. Confidentiality:

This document, and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this document, and any attachment thereto, is strictly prohibited and violation of this condition may infringe upon copyright, trademark, patent, or other laws protecting proprietary and, or, intellectual property.
Insurance Requirements:

The successful bidder shall maintain in full force during the term of the Service/Goods Agreement insurance coverage of no less than $1,000,000 for each of the following: General Liability, Automobile Liability and Worker's Compensation. Proof of Insurance documentation for each of these areas will be required at the time the Service/Goods Agreement is signed.

D. Payment:

In accordance with Sanford School Department Policy DK – Payment Procedures, payment for all goods or services rendered will be processed only when properly supported by invoices and purchase orders approved by the Business Administrator. Every effort will be made to process properly documented invoices in a timely manner.

E. Pre-Quote Mandatory Meeting:

☐ A mandatory pre-quote meeting will be held at _____ am/pm on _______________ at ________. RFQ’s will not be accepted from parties not represented at this meeting.

☒ There will be no mandatory pre-quote meeting for this project.

F. Subcontractors:

The successful bidder shall not subcontract all or any part of the Services to be performed under the Goods/Services Agreement, nor delegate any of its duties under this Agreement, unless the bidder has first obtained written consent of the Sanford School Department, such consent not to be unreasonably withheld or delayed. Rejection by the Sanford School Department of any proposed subcontractor shall not obligate the Sanford School Department for additional costs.

G. Submission Details:

1. Deadline

All responses to this request must be submitted on paper in triplicate and delivered in sealed envelopes clearly marked “RFQ PROPOSAL” to the address noted below, no later than 11:00 am on Wednesday, October 16, 2019. Any incomplete Proposals received after the deadline and/or Proposals lacking the mandatory Sanford School Department RFQ forms will not be considered.
2. Delivery Address

The delivery address to be used for all submissions is:

a. Business Administrator: **Gwen Bedell Gadbois, CPA, CFE**
b. Sanford School Department
c. 917 Main Street, Suite 200
d. Sanford, ME 04073
e. Tel: 207 324 2810
f. Email: gbedell@sanford.org

3. Questions and Clarifications

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to **Gwen Bedell Gadbois**, three (3) or more days before the date fixed for the opening of bids. Every interpretation made to a bidder will be issued in the form of an addendum to the RFQ documents which, if issued shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract documents.

4. Examination of RFQ Documents

Each bidder or authorized agent is expected to examine all RFQ documentation provided for this project. Failure to do so will be at the bidder/authorized agent’s own risk; the School Department cannot guarantee relief on the plea of error in a bid. At its sole discretion, the Sanford School Department may accept or reject proposals that do not comply with the RFQ documentation provided.

5. Withdrawal of Proposals

Proposals may be withdrawn on written request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. No proposals may be withdrawn within a period of thirty (30) days after the opening of proposals.

6. Correction of Proposals

Erasures or changes made to any bid document must be explained and initialed by the bidder; errors or changes not explained and/or initialed may result in the rejection of the proposal. Any corrections must be submitted in advance of the actual bid opening.
H. Taxation and Compliance:

As part of the City of Sanford, a municipal corporation organized under the laws of the State of Maine, the purchase of goods by the Sanford School Department is exempt from State, Federal and local sales and use taxes. The successful bidder agrees to comply with all applicable Federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the contract.

I. Terms and Conditions:

1. The successful bidder will agree to supply the goods or services quoted by signing a Service/Goods Agreement; said Service/Goods Agreement is subject to cancellation by the Sanford School Department in the event of non-performance on the part of the bidder. The Service/Goods Agreement may also be terminated in the event the bidder is adjudged bankrupt or insolvent, falls behind schedule, refuses or fails to supply goods or services, disregards applicable laws, codes, rules, regulations and ordinances or otherwise breaches any provision, instruction, condition.

2. The successful bidder shall perform its obligations hereunder with all due diligence and without delay. If said bidder fails to provide goods or services in accordance with the Product or Services Specifications, the Sanford School Department may hold the bidder financially responsible for any resulting hardships.

3. The right to terminate the Goods/Services Agreement is reserved by the Sanford School Department and the successful bidder upon sixty (60) days written notice to the other party. The terms of the Goods/Services Agreement shall not be construed as inflexible but rather as a mutual Agreement consistent with the needs of the Sanford School Department.

4. In the event the Sanford School Department identifies a need to amend the Product or Service after the RFQ has been awarded, said amendment will be communicated in writing to the person or persons specified in the Proposal Form for Quotation. Every effort will be made the Sanford School Department to document and communicate amendments in a timely manner.
A. Disputes

1. Should either party named in the Service Agreement believe the bidder or the Sanford School Department has failed to fulfill any obligation hereunder, or that its expectation of receiving due performance under the Agreement may be impaired, such party will promptly notify the other in writing of the substance and basis for its claim. The party receiving such notice (non-claiming party) must respond in writing within ten (10) business days of receipt of such notice and either provide evidence of cure of the condition specified (or the commencement of a cure if the cure cannot be completed within such period with the exercise of diligence) or provide an explanation of why it believes that its performance is in accordance with the terms and conditions of the Agreement and also specify three (3) dates (within ten (10) business days from the date of its response) for a meeting to resolve the dispute. The claiming party will then select one of the three dates. This meeting shall be held at the main offices of the non-claiming party or at a mutually agreed upon location.

2. If the parties cannot, in good-faith discussions, resolve their dispute within ten (10) business days from the date when the claiming party receives the non-claiming party’s written response or from the date when the above-mentioned meeting is held (which period may be extended by mutual agreement of both parties), the parties will refer the dispute or claim to senior executives of each of the parties with authority to settle or resolve the matter.

3. If the senior executives are unable to mediate a resolution of the dispute within sixty (60) days of said referral, then either party may pursue remedies available under applicable law. Each party shall continue to perform its obligations hereunder during the dispute resolution process set forth above.

B. Performance

1. The successful bidder will:
   a. Deliver goods or services at its own risk and will be solely responsible for the acts and omissions of its employees and subcontractors, their agents and employees and all other persons delivering goods or services on the bidder’s behalf.
   b. Comply with all applicable Federal, State and local laws, rules, regulations, orders and licensing requirements and will obtain, at its own cost and expense, all permits, licenses, approvals and certificates required.
   c. Complete all work according to applicable codes and standards
   d. Provide goods determined to be new unless otherwise approved by the Sanford School Department; refurbished goods will not be accepted unless stated in the Product or Service Specifications.
C. Warranty

1. Unless otherwise agreed upon in writing, the warranty period for goods purchased or services performed shall be in effect until twelve (12) months after total start-up of the operation, system or process in which the goods purchased or services performed are actually used, but not to exceed a period of eighteen (18) months from the date of acceptance of said goods or services.

2. Should the bidder fail or not promptly correct, remedy and/or re-perform any defective service or rework or replace non-conforming goods, then, in addition to its other rights and upon written notice the Sanford School Department may, at the bidder’s sole cost and expense, take all steps necessary to correct, remedy and/or re-perform the defective services or rework or repair or replace non-conforming goods and correct any additional damage resulting therefrom. The Sanford School Department may offset the cost of all corrective measures from any monies due to the bidder or charge the bidder directly for such costs.
RFQ Product or Service Specifications

RFQ Project: 2019 MAINTENANCE DUMP TRUCK

Sanford School Department will supply specifications as follows:

<table>
<thead>
<tr>
<th>Product/Service Specifications:</th>
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<tbody>
<tr>
<td>Delivery location: Maintenance Department</td>
</tr>
<tr>
<td>52 High School Boulevard</td>
</tr>
<tr>
<td>Sanford, ME 04073</td>
</tr>
<tr>
<td>Sample Required: No</td>
</tr>
<tr>
<td>MSDS Required: No</td>
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<tr>
<td>Training Required: No</td>
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<tr>
<td>Additional specifications:</td>
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<tr>
<td>• Delivery and set up charges included in the price.</td>
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<tr>
<td>• An Extended Warranty – 5 YEAR / 60 MONTHS</td>
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<tr>
<td>• Payment term – 5 year lease/purchase agreement; with purchase at $0.00 end lease term.</td>
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Vendors may bid to supply all products.

Vendor must note any exceptions to specifications and include said exceptions with the complete “Proposal Form for Quotations”. Exceptions must be spelled out in detail and numbered. Failure of the vendor to note any exceptions to any portion of the specifications for this RFQ may result in the rejection of the proposal.
RFQ Contact Information

RFQ Project: 2019 MAINTENANCE DUMP TRUCK

Administrator: Gwen Bedell Gadbois, CPA, CFE, Business Administrator

RFQ Deadline: 11:00 a.m. Wednesday, October 16, 2019

RFQ Vendor Notifications:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Phone Number</th>
<th>e-mail</th>
<th>Vendor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARUNDEL FORD</td>
<td>844-338-8748</td>
<td><a href="mailto:RBRACKET@ARUNDELFORD.COM">RBRACKET@ARUNDELFORD.COM</a></td>
<td>1561 PORTLAND RD ARUNDEL, ME 04046</td>
</tr>
<tr>
<td>PAPE CHEVY</td>
<td>800-607-2996</td>
<td><a href="mailto:BILLADAMS@PAPECHEVROLET.COM">BILLADAMS@PAPECHEVROLET.COM</a></td>
<td>425 WESTBROOK ST SO. PORTLAND, ME 04106</td>
</tr>
<tr>
<td>WEIRS GMC</td>
<td>877-861-0070</td>
<td><a href="mailto:RMARTIN@WEIRSBUICKGMC.COM">RMARTIN@WEIRSBUICKGMC.COM</a></td>
<td>1513 PORTLAND RD ARUNDEL, ME 04046</td>
</tr>
<tr>
<td>YANKEE FORD</td>
<td>207-799-5591</td>
<td><a href="mailto:SCOTT@YANKEEFORD.COM">SCOTT@YANKEEFORD.COM</a></td>
<td>165 WARREN DRIVE PORTLAND, ME 04106</td>
</tr>
</tbody>
</table>

Method of Notification: Email and U.S. Mail
Date of Notification: Monday, October 7, 2019
Sanford School Department
917 Main Street, Suite 200, Sanford, Maine 04073
Tel: 207-324-2810  Fax: 207-324-5742
www.sanford.org

RFQ Proposal Form

RFQ Project: 2019 MAINTENANCE DUMP TRUCK

To: Gwen Bedell Gadbois, CPA, CFE
   Business Administrator
   Sanford School Department
   917 Main Street, Suite 200
   Sanford, Maine 04073

1. In compliance with the RFQ Invitation, Notification, Contact Information, Instructions/Conditions and Product/Services Specifications dated OCTOBER 7, 2019, the undersigned proposes and agrees as follows:
   To furnish the goods or services outlined in the attached Product/Services Specifications for the sum of $______________ for the period _________ through _________.

2. It is understood that this quoted price may not be withdrawn for a period of thirty (30) days from the date proposals are opened.

3. It is understood that all persons interested in the bid set forth herein as principals are named herein and no other person who is not mentioned herein has any interest in this proposal or the contract to be entered into. This proposal must be made without connection to any other person, company or party entering a bid and it is in all respects fair and in good faith, without collusion or fraud.

4. By signing this page, it is understood that the person, company or party represented has examined all of the RFQ documents regarding this quote and is duly informed regarding all terms and conditions included.

5. The names and addresses of all persons interested in this bid as principals are as follows:
   ______________________________________________________________________________
   ______________________________________________________________________________
   ______________________________________________________________________________
   ______________________________________________________________________________

6. The undersigned has been in business as ________________ for ___ years, during which time there have been no complaints regarding failure to complete work or default on an awarded contract.
7. Signature information:

Dated this __________day of __________, 2019

By: ______________________________________

(Signature and title)

________________________________________

(Printed name and title)

________________________________________

(Name of entity)

________________________________________

(Address of entity)

________________________________________

(Phone and email contact information)
RFQ Goods/Service Agreement

RFP Project: 2019 MAINTENANCE DUMP TRUCK

Service Agreement Between:

______________________________________    and    Sanford School Department
______________________________________    917 Main Street, Suite 200
______________________________________    Sanford, Maine 04073

1. As awarded by the Sanford School Committee at a meeting held on __________ and in compliance with the RFQ Invitation, Notification, Contact Information, Instructions/Conditions and Product/Services Specifications dated OCTOBER 7, 2019, the undersigned agrees as follows:

   To furnish goods or services outlined in the attached Product/Services Specifications for the sum of $_________; this agreement will begin on __________ and end on __________.

   Dated this __________day of __________, 2019

By: ____________________________  By: ____________________________
   (Signature and title)  (Signature and title)
   ____________________________  Gwen R. Bedell Gadbois, CPA, CFE,
   (Printed name and title)  Business Administrator
   ____________________________  Sanford School Department
   (Name of entity)  917 Main Street, Suite 200
   ____________________________  Sanford, Maine 04073
   (Address of entity)  (207) 324 2810, gbedell@sanford.org
   ____________________________  (Phone and email contact information)