



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

**COMPACT LOADER
Rental or Rent-to-Buy
University of Southern Maine**

RFB # 09-12

ISSUE DATE:
September 13, 2011

BIDS MUST BE RECEIVED BY:
October 4, 2011, 2:00 pm

DELIVER BIDS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Southern Maine is seeking bids for a compact loader as 1) a straight rental and 2) as a rental with an option to buy. The minimum specifications for the compact loader are provided as Section Three of this document. Bidders should respond to both options. The University will determine which option is in its best interest and will award one of the two options.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope of Work: As a straight rental (Option 1) the University will rent the compact loader, equipped as described in Section Three for five (5) months from November 15, 2011 to April 15, 2012. As a rental with an option to buy (Option 2) the University will rent the compact loader for the same time period as Option 1 but would buy the equipment at the end of the rental period.
- 1.4 Evaluation Criteria: Award will be made to the low bidder of either Option 1 or Option 2 provided that all other requirements are satisfactorily met. However, consideration will be given to delivery, service and downtime protection (both Options) and warranty (rent to buy, Option 2).
- 1.5 Award: The University reserves the right to award this bid on a schedule by schedule basis, multiple schedules, or all to one bidder, whichever the University deems to be in its best interest, price and other factors considered. 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.
- 1.6 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 date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 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. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu

- 1.8 Submission: A **SIGNED** original of the bid must be received at the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope no later than **2:00 P.M. local time, Tuesday, October 4, 2011**, for a public opening. The bid must be date/time stamped by the Office of Strategic Procurement in order to be considered. Bidders are strongly encouraged to submit bids in advance of the due date/time to avoid the possibility of missing the 2:00 deadline due to unforeseen circumstances. Bidders 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. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.**
- 1.9 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:
- | | | | |
|------------|-----------------|-----------|-----------|
| From _____ | October 4, 2011 | 2:00 p.m. | RFB 09-12 |
| Name | Due Date | Time | Bid No. |
- 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 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.12 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.
- 1.13 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.14 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. 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 will prevail.
- 1.15 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 #09-12

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Southern Maine's Department of Facilities Management or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for an initial rental period of five (5) months commencing upon November 1, 2011. If the University exercises Option 2 and the compact loader is purchased then all provisions of that offer, including but not limited to maintenance services and warranty shall continue beyond the initial five month rental period.
- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.8 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.9 **Indemnification (Contractor):** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.10 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.11 **Equal Opportunity:** In the execution of the Contract, the Contractor and all subcontractors

agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

- 2.12 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advance notice. Further information regarding this policy is available from the Office of Equity and Compliance, 222 Deering Avenue, Portland, ME, (207) 780-5510, darylmc@usm.maine.edu

- 2.13 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

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

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

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.14 Smoking Policy: The University of Maine System must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, §1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University of Maine System has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be

responsible for the implementation and enforcement of this requirement within existing buildings.

- 2.15 **Payments:** Payment will be upon submittal of an invoice to the University by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. Rental charges should be divided into five equal payments. The University is using several, preferred methods of payment: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.16 **Delivery and Set-up:** The items on this bid will be provided on a Contractor delivered and install basis. The Contractor will have the complete responsibility for the equipment until it is in place and working. All transportation and installation arrangements will be the responsibility of the Contractor. Equipment will be delivered directly to the Facilities Management Garage, on the USM campus in Portland, Maine. All crating and other debris **must** be removed from the premises. The Contractor will be solely responsible for correcting damage to premises resulting from the delivery and set-up process.
- 2.17 **Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.18 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2.19 **Equipment Maintenance:** During the rental period (five months) the Contractor shall provide service for the equipment, including regularly scheduled maintenance as prescribed by the manufacturer. Service shall be performed on site or at a service facility located no more than fifteen (15) miles from the University of Southern Maine's Portland campus.

SECTION THREE

3.0 MINIMUM SPECIFICATIONS:

General

- Operating weight: 12,500 lb

Engine

- Meets EPA and CARB emission non-road regulations
- 70 net hp (51 kW)
- Spin-on engine oil and fuel filter
- Quick-release fuel filter and water separator
- Cold start Aid (block heater)

Electrical

- 12-volt system
- Electrical load center with blade type fuses
- Alternator, 12 volts, 65 amps
- Horn
- Lights (conform to SAE 99): Driving/Front working (2) / Turn signals / Flashers / Stop / Taillights / 360 degree roof beacon
- Reverse warning alarm (conforms to SAE J994, J1446)

Power train

- Hydrostatic (HST) Transmission

Brakes

- Service Brakes, hydraulically actuated, self adjusting internal wet-disk brakes
- Parking Brake

Hydraulic System

- 25 gpm @ 2800 rpm
- Hydraulic system oil cooler
- Transmission shall be hydrostatic with inching pedal to allow infinitely reduced travel speeds while maintaining full engine rpm and hydraulic flow
- Hydraulics shall be piped on to the loader to allow for hydraulic attachments

Quick-Coupler Bucket

- Single-lever control for boom and bucket
- Boom Float function
- Maximum lift capacity at ground level: 11,000lb
- Maximum lift capacity at maximum height: 7000lb
- General purpose 1.4 cu. yd. bucket with bolt on edge
- Breakout force: 11,000lb
- Height to fully raised hinge pins: 11 ft
- Skid steer style quick coupler

Operators Station

- Cab (conforms to SAE J1040, SAE J231, ISO3471, ISO3449): ROPS/FOPS/heater/defroster/rubber-plane isolation mounted for noise/vibration reduction/intermittent front and rear windshield wipers and washers/ safety glass/high-back cloth seat/left and right doors/rearview mirrors outside and inside
- Handholds and steps

SECTION FOUR

4.0 SUBMISSION REQUIREMENTS:

Bidders shall ensure that all information required herein is submitted with the bid. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the bid or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Equipment: All equipment offered and priced below shall meet or exceed the specifications shown in Section Three above. Equipment offered and priced for Option 1, paragraph 4.2.1 below may be new or used. If used the equipment shall be of recent manufacture, shall have low hours and shall be subject to acceptance/rejection by the University. Equipment offered and priced for Option 2, paragraph 4.2.2 below shall be new, with zero hours (except for factory testing/set-up). Demo equipment will not be acceptable for Option 2.

4.2 Pricing: As described in paragraph 1.1 above, the University is seeking bids for a compact loader as a straight rental and 2) as a rental with an option to buy. Bidders should respond to both options. The University will determine which option is in its best interest and will award one of the two options.

4.2.1 Option 1, Pricing as a straight rental: \$_____ per month for five months

4.2.2 Option 2, Pricing as a rental with an option to buy:

\$_____ per month for five months

\$_____ purchase price at the completion of the rental period.

4.2.3 Extended warranty for Option 2. Provide pricing, description and term (years)

\$_____

4.3 Purchase of one new 10' snow pusher with skid-steer style attachment. The price of the snow pusher should be divided into five equal payments and added to the loader rental payments as a separate line item. The University will retain possession of the snow pusher after the rental period.

\$_____ purchase price to be divided into five equal payments.

4.4 Downtime Protection: The equipment is critical to University operations. Bidders shall describe the downtime protection offered – response times; response options; any cost to the University during the initial five month rental term. For rental with an option to buy bidders are expected to take a long-term view and describe downtime protection after the initial five month rental period.

- 4.5 Payment Method: Indicate your ability to accept electronic payments. (Section 2.15)
- 4.6 References: A list of three references is required to be submitted with your bid. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person and telephone number.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)