



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

AGRICULTURAL TRACTOR
University of Maine

RFB # 10-11

ISSUE DATE:
January 7, 2011

BIDS MUST BE RECEIVED BY:
January 27, 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 Maine, is seeking bids for a new, unused, manufacturer's current production model, agricultural tractor that meets or exceeds industry standards associated with heavy-duty equipment. Specifications and bid information are listed in Section 3.0.

The University desires to trade in two equipment items toward this purchase. Details are provided in Section 3.0.

- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Respondents to the Request for Bids (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 Evaluation Criteria: Award will be made to the low bidder provided that all of the specifications in Section 3.0 are met or exceeded. If no bidder meets or exceeds all of the specifications then the University will, in its sole discretion, weigh the cost/benefit of the equipment offered against the exceptions. In addition, consideration will be given to trade-in allowances offered and the bidder's ability to provide local or on-site service.
- 1.4 Award: The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When tie bids are both in-state or both out-of-state, the award will be made to the bid that arrives **first** at the Office of Strategic Procurement.
- 1.5 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.
- 1.6 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

- 1.7 Submission: A **SIGNED** original and three (3) copies 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, Thursday, January 27, 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.**

- 1.8 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

_____	January 27, 2011	2:00 p.m. EST	10-11
From	Due Date	Time	Bid No.

- 1.9 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.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.11 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.
- 1.12 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.13 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. 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 #10-11

SECTION TWO

2.0 CONTRACT TERMS AND CONDITIONS:

- 2.1 **Delivery and Delivery Notification:** Delivery shall be to Highmoor Farm, University of Maine 52 US RT 202, Monmouth, Maine 04259. The Contractor shall notify Gregory Koller, at The University of Maine's Highmoor Farm, telephone 207-933-2100 at least twenty-four hours prior to delivery to confirm receiving hours.
- 2.2 **Transportation Charges:** Quotations must include F.O.B. Destination. Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete deliver on an F.O.B. Destination basis.
- 2.3 **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 June Baldacci, Director of Purchasing & Resource Efficiency, 207-581-2689.
- 2.4 **Demonstration:** The University reserves the right to demo, at no costs, a similar tractor on University property for a minimum of one week prior to award.
- 2.5 **Application for Title:** Application for title and manufacturer's Statement of Origin must be provided to the University at the time of delivery. The owner of record on the title application shall be: The University of Maine System, 16 Central Street, Bangor, Maine 04401. The legal residence on the vehicle registration shall be listed as Highmoor Farm, University of Maine 52 US RT 202, Monmouth, Maine 04259.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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 **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.
- 2.10 **Smoking Policy:** The University of Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to buildings, university grounds, parking areas, walkways, recreational and sporting facilities and university-owned vehicles. Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco.
- 2.11 **Payment:** Payment will be upon submittal of an invoice to the address provided on the purchase order on a Net 30 basis unless discount terms are offered with the bid document.

Invoices must include the purchase order number. 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.

SECTION THREE

3.0 SPECIFICATIONS AND BID FORM:

BIDDERS SHALL COMPLY WITH / COMPLETE THIS PAGE AND THE FOLLOWING FOUR PAGES

- 3.1 Provide bid information on the following form and note exceptions to the specifications in the marked column. Additional information including exceptions or alternate specifications may be provided on a separate sheet and shall be marked with the corresponding item letter and/or number. The specifications shown on the form below are the University's **MINIMUM** required specifications.
- 3.2 All equipment offered shall be new, unused, in current production and equipped to meet or exceed current industry and federal safety standards associated with heavy-duty equipment.
- 3.3 Submit the latest printed specifications and advertising literature on the proposed equipment with your bid response.
- 3.4 Indicate your ability to accept electronic payments. (Section 2.11)

BID FORM

BIDDER'S NAME: _____

ITEM	MINIMUM SPECIFICATIONS	COMPLIES		DESCRIPTION OR EXCEPTIONS
		YES	NO	
A	4x4 Agricultural Tractor			
1	Loader package. Front end loader must be self leveling			
2	85" bucket			
3	Hitch: Category II,2-point with draft control. Two telescoping lower links with telescoping linkage stabilizers or anti-sway bars with two remote hitch raise/lower controls.			
4	Weight: Unballasted 9,500 lb with factory installed equipment.			
5	Halogen work lights (front & rear)			
6	Road lights, turn signals			
7	Starting aid			
8	Engine heater			
9	Rear tires loaded for loader work			
10	Heavy duty alternator			
11	Tires: Rear 18.4 R34 in. R1W 144A8 radial			
12	Tires: Front 14.9 R24 in. R1W 126A8 radial			
13	Rear Wheels: 8-position steel wheels, manually adjustable			
14	Fuel moisture separator			
15	Hydrostatic steering			
16	Steering failure guard: unit to have manual steering in case of engine or pump failure			
17	Brakes: hydraulically actuated wet-disk			
18	Direction reverser lever located on left side of steering wheel and operates without clutch			
19	Flange rear axle			
20	Throttle: hand and foot operated			
21	Final drive: planetary			
22	Exhaust: vertical with bent 90 degree spout or rain cap			
23	Slow moving vehicle emblem			

ITEM	MINIMUM SPECIFICATIONS	COMPLIES		DESCRIPTION OR EXCEPTIONS
		YES	NO	
B	Operator's Cab			
1	Open operator station isolated flat platform with ROPS			
2	Lighted instrument gauges			
3	Tachometer			
4	Fuel gauge			
5	Temperature gauge			
6	Cab mounted 5# fire extinguisher			
7	Horn			
8	Warning lights for oil pressure and alternator			
9	PTO light			
10	Deluxe 3 inch cushioned, mechanical seat			
11	12 volt electrical system, key start			
C	Transmission			
1	16F/16R transmission with four ranges and four powershiftable gears within each range. Creeper gear.			
2	Mechanical front wheel drive with slip differential. Differential lock.			
3	Antifreeze: protection to minus 34 degrees Fahrenheit			
D	Manuals			
1	One parts manual in both CD ROM and hard copy format			
2	One service manual in both CD ROM and hard copy format			
3	One operator's manual in both CD ROM and hard copy format			
E	Engine/PTO			
1	4-cylinder turbocharged, water cooled diesel with cold starting aids			
2	85 PTO HP at manufacturer's rated speed			
3	Fuel/water separator			
4	PTO with guard: 540 and 1000 RPM			
5	Audible and visual PTO warning system should the operator leave tractor seat with PTO engaged.			
F	Hydraulics			
1	Oil cooler, heavy duty			
2	Live pressure and flow compensated hydraulic system 29 G.P.M. pump capacity			
3	Remote hydraulic valves: two hydraulic remotes with dust covers			

ITEM	MINIMUM SPECIFICATIONS	COMPLIES		DESCRIPTION OR EXCEPTIONS
		YES	NO	
4	Front mount hydraulic pump capability. Allows use of front mount crankshaft driven pump.			
G	Warranty			
1	Manufacturer's standard 2-year or 2,000 hours, whichever comes first			
H	Delivery			
1	Delivery no later than April 15, 2011			
2	Equipment shall be completely serviced and ready for use when delivered			
I	Options			
1	Extended warranty			
J	Safety			
1	All electronic / electrical devices are to be de-energized when the key switch is turned to the OFF position.			

Manufacture/Make/Model/Year of equipment: _____

Price (FOB Delivered): \$ _____
(without trade-in allowances)

Extended Warranty \$ _____ Term in years _____

Delivery Date: _____

Specify where warranty work will be performed:

Trade-in allowance: \$ _____

The University reserves the right to accept or reject trade-in offers.
1989 Case 5220 two wheel drive with loader

1914.7 unit hours on meter

Engine: 80hp

Tires: R18.4-34, F11L-15-5

Accessories: 2004 Quicke Q760 loader with 79" bucket

May be viewed at Waterman Farm Machinery Company, RT 126, Sabattus, Maine

Trade-in allowance: \$ _____

The University reserves the right to accept or reject trade-in offers.

2004 Case IH JX 55 two wheel drive with cab

646 hours on meter

Engine: 58 hp (45 hp PTO)

Tires: r 16.9-30, F10-10

May be viewed at Highmoor Farm, 52 US RT 202, Monmouth, Maine

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)