



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

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| REQUEST FOR BIDS |
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WHEEL LOADER
University of Maine

RFB # 14-09

ISSUE DATE:
March 26, 2009

BIDS MUST BE RECEIVED BY:
Tuesday, April 14, 2009, 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 2009 or 2010, Wheel Loader (Caterpillar 924H, Volvo L60F or acceptable alternate) designed to meet or exceed the industry standards associated with heavy-duty equipment.

The University has a 1989 Caterpillar Bucket Loader with accessories for trade-in or cash purchase. The University reserves the right to accept or reject any or all trade or cash offers.

- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Firms responding to this Request for Bids (RFB) shall be referred to as "Bidders." 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 other requirements are satisfactorily met.

- 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

- 1.7 Submission: A **SIGNED** original and five (5) 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, Tuesday, April 14, 2009**, 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 call (207) 973-3298 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.**

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

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

| | | | |
|------------|----------------|---------|---------------|
| From _____ | April 14, 2009 | 2:00 pm | RFB # 14 - 09 |
| Name | 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: The 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 the bidder (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: 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.
- 1.14 Alternates: Unless otherwise provided for in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.
- 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 # 14-09

END SECTION ONE

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 Delivery Notification: The Contractor shall notify Michael Hambrock at the University of Maine, telephone 207-581-2645, at least twenty-four (24) hours prior to delivery to confirm receiving hours.
- 2.2 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.
- 2.3 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 delivery on an F.O.B. Destination basis.
- 2.4 Payment: Payment will be upon submittal of an invoice to the address provided on the purchase order, by the Contractor on a Net 30 basis unless discount terms are offered with the bid document. Invoice must include the purchase order number.
- 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 the University of Maine, Orono, Maine 04469.

END SECTION TWO

SECTION THREE

3.0 SPECIFICATIONS AND BID FORM INSTRUCTIONS

SPECIFICATIONS

- 3.1 New Equipment: The equipment offered shall be a new, standard production model of the latest design in current production. No demonstration units will be accepted.
- 3.2 Manuals: The Contractor shall supply one (1) parts manual, one (1) service, technical and repair manual and one (1) operator's manual in CD ROM and hard copy format .
- 3.3 Warranty: The Contractor shall provide a one-year no-deductible warranty on parts and labor. Routine warranty service work shall be performed at the University of Maine's garage, Orono, Maine with no surcharges for travel.
- 3.4 Safety: All electronic/electrical devices shall be de-energized when key switch is turned to the OFF position.
- 3.5 Delivery: The University requests that the unit **not** be delivered before July 1, 2009
- 3.6 Acceptance Tests: Acceptance tests required to demonstrate that performance specifications can be met must be carried out in exacting accordance with the capabilities as described in the user and technical documentation/operators manual(s) delivered with the equipment or submitted with the bid response. Failure to satisfy this acceptance test may result in rejection of the equipment with no financial obligation incurred by the University.
- 3.7 Loaner Equipment: While the equipment is under manufacturer's warranty, the Contractor shall provide loaner equipment for use by the University if the purchased equipment will be out of service for more than 36 hours during University determined 'critical times'. Loaner equipment shall be of similar size and capabilities.

BID FORM INSTRUCTIONS

- 3.8 Bid Form: Bidders shall provide bid information on the following form (Section Four) and note exceptions to the specifications in the column labeled "Description or Exceptions". Any 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.
- 3.9 Literature: Bidders shall submit the latest printed specifications and advertising literature on for the equipment offered.
- 3.10 Demonstration: The University reserves the right to demo, at no cost, a similar Wheel Loader on University property for a minimum of one week prior to award.
- 3.11 Trade-in: 1989 Caterpillar Bucket Loader. Photos are available on request. On-site viewing may be available at the discretion of the University Grounds Department. To request a possible viewing vendors shall contact Harold Dall at 207-581-2646. If the University accepts the offer of a trade or cash purchase, the Contractor shall be responsible for removal of the equipment. Unit details:

- Unit Hours: 21,238
- Engine: New 12/12/2007; approximately 1,000 hours
- Heater works well
- Air Conditioning – none
- Tires: all-terrain, less than 2-years old
- Auxiliary Hydraulics: at the front to run hydraulic attachments
- Accessories
 - two used tires
 - two snow pushers
 - one bucket (1 $\frac{3}{4}$ yard capacity)
 - 5' forks
 - complete set of bolt-on bucket teeth
 - AM-FM radio in cab

END SECTION THREE

SECTION FOUR BID FORM

BIDDER'S (COMPANY) NAME: _____

NOTE: IF offering more than one (1) wheel loader (alternates), make copies of this section. All information must be completed for each wheel loader being offered.

| ITEM # | MINIMUM SPECIFICATIONS | COMPLIES | | DESCRIPTION OR EXCEPTIONS |
|----------|--|----------|----|---------------------------|
| | | Yes | No | |
| A | Wheel Loader Tool Carrier | | | |
| 1 | Maximum weight: 27,000 lbs | | | |
| 2 | Quick coupler bucket and pallet forks | | | |
| 3 | Bucket Capacity: 2.5 yd bucket with bolt on cutting edge | | | |
| 4 | Back-up alarm | | | |
| 5 | Halogen work lights (front and rear) | | | |
| 6 | Road lights | | | |
| 7 | Ride control system | | | |
| 8 | Starting aid | | | |
| 9 | Engine heater | | | |
| 10 | Battery disconnect switch | | | |
| 11 | Rear counterweight | | | |
| 12 | Heavy-duty alternator | | | |
| 13 | Tire size: 20.5X25 name brand radials | | | |
| 14 | Spare tire and wheel to match | | | |
| B | Operator's Cab | | | |
| 1 | All cooling and oil gauges | | | |
| 2 | Air conditioner | | | |
| 3 | AM-FM radio | | | |
| 4 | Air ride seat with fabric upholstery | | | |
| 5 | 12V accessory plug outlet | | | |
| 6 | Mirrors, two external | | | |
| 7 | Inside rear-view mirror | | | |
| 8 | Cab-mounted 5# fire extinguisher | | | |
| 9 | Horn | | | |
| 10 | Heater / defroster | | | |
| 11 | Rear window defroster | | | |
| 12 | Intermittent front wipers / washer | | | |
| 13 | Rear wiper | | | |
| 14 | Strobe light: flashing strobe light to cover 360° viewing angle. | | | |
| C | Transmission | | | |
| 1 | Button on implement control lever to allow downshifting on demand | | | |
| 2 | 4 forward gears | | | |
| 3 | 3 reverse gears | | | |
| D | Manuals | | | |
| 1 | One parts manual in both CD ROM and hard copy format | | | |
| 2 | One service, technical and repair manual in both CD ROM and hard copy format | | | |
| 3 | One operator's manual in both CD ROM and hard copy format | | | |

| ITEM # | MINIMUM SPECIFICATIONS | COMPLIES | | DESCRIPTION OR EXCEPTIONS |
|----------|---|----------|----|---------------------------|
| | | Yes | No | |
| E | Power Train | | | |
| 1 | Engine: Turbocharged diesel | | | |
| 2 | 125 HP minimum | | | |
| 3 | Fuel priming pump | | | |
| 4 | Fuel / water separator | | | |
| F | Hydraulics | | | |
| 1 | Auxiliary Hydraulic | | | |
| 2 | Two-function hydraulic valve with two-lever fingertip controls | | | |
| 3 | Oil cooler, heavy-duty | | | |
| G | Warranty | | | |
| 1 | One-year no deductible warranty on parts and labor | | | |
| 2 | Warranty work performed at the University of Maine garage with no travel surcharges | | | |
| H | Options | | | |
| 1 | Metal Folding "VEE PLOW" such as the Henke Model FV-12 Folding V-Plow. This plow is a heavy-duty, multi-directional dozer blade or scoop. Blade to include bolt-on cutting edge. Must have coupler attachment per plow specification above. | | | |

Make and model of equipment: _____

Model year of equipment: _____
(Must be new and model year 2009 or 2010)

Price: \$ _____

Less Trade-In 1989 Caterpillar: \$ _____

Options: \$ _____

\$ _____

\$ _____

Final cost: \$ _____

Delivery Date: (**not** earlier than July 1, 2009) _____

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)