



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

**4WD Tractor and Wheel Steer Loader
University of Maine**

RFB # 18-11

ISSUE DATE:
April 15, 2011

BIDS MUST BE RECEIVED BY:
May 10, 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 the following new and unused, manufacturer's 2011 or 2012 production models designed to meet or exceed the industry standards associated with heavy-duty equipment: one 4-wheel drive (4WD) compact utility tractor and one all wheel steer loader.

Specifications and bid information are listed in Section 3.0

Bidders may bid on either one or both items.

The University desires to trade in a 2004 Kubota Utility Tractor and a 2009 John Deere skid steer toward these purchases. Details are provided in Section 3.0

- 1.2 The University of Maine 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 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, in its sole discretion, will 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.

Bidders shall not assume that the University will only calculate trade-in values on a like-for-like basis. The University reserves the right to combine trade-in offers; reject trade-in offers; etc. The University's objective is to obtain the best value for the University.

- 1.4 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.
- 1.5 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 (**FOUR TOTAL**) 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, May 10, 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:
- | | | | |
|------------|-------------|-----------|---------|
| From _____ | May10, 2011 | 2:00 p.m. | 18-11 |
| 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: 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.
- 1.14 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 #18-11

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **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.
- 2.2 **Delivery and Delivery Notification:** Delivery shall be to the University of Maine Motor Pool, 5765 Service Building, Orono, Maine 04469. The Contractor shall notify Mike Hambrock, 207-581-2645 at least twenty-four business hours prior to delivery to confirm receiving hours.
- 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 **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 June Baldacci, Director of Purchasing & Resource Efficiency, 207-581-2689.
- 2.5 **Demonstration:** The University reserves the right to demo, at no cost, similar equipment on University property for a minimum of one week prior to award.
- 2.6 **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 University of Maine, 5765 Service Building, Orono, Maine 04469-5765.
- 2.7 **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.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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 **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.

- 2.12 Payments: 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 a 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 COMPLETE THIS PAGE AND THE APPLICABLE FOLLOWING PAGES

Bidders may bid on either one or both items.

The University desires to trade in a 2004 Kubota Utility Tractor and a 2009 John Deere skid steer toward these purchases. Details are provided below.

- 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 you ability to accept electronic payments. (Section 2.12)

BID SPECIFICATIONS FOR 4WD COMPACT UTILITY TRACTOR

BIDDER'S NAME: _____

ITEM	MINIMUM SPECIFICATIONS 4WD Compact Utility Tractor	COMPLIES		DESCRIPTION OR EXCEPTIONS
		Yes	No	
A	Model			
1	2011 or 2012 model year (Specify)			
B	Engine			
1	4-cylinder diesel			
2	Minimum 48 HP maximum 55 HP			
3	12 volt electrical system with minimum 70 amp alternator			
C	Transmission			
1	Hydrostatic drive with 3-ranges (low, medium and high speed)			
D	Power train			
1	4-wheel drive			
2	Power steering			
3	Planetary final drive system			
E	Chassis			
1	3-point hitch shall be a Category 1 unit			
2	Hood guard included			
F	Safety Equipment			
1	Cab integrated rollover protection system			
2	Parking Brake			
3	Start safety switch			
4	Turn signals			
5	Cab mounted fire extinguisher is excluded from this specification			
G	Tires			
1	R-4 Industrial tires			
2	Rear tires to be filled with Rim Guard, no Calcium fill			
H	Cab			
1	OEM, not an aftermarket cab			
2	Fully enclosed with all glass windows			
3	Standard cab marker lights with turn signals			
4	Air Conditioning			
5	Front and rear working lights, 55W halogen			
6	2-speed delay windshield wipers front and rear			
7	Rubber floor mats			
8	2-point lap seat belts			
9	Deluxe air ride seat			
10	AM/FM Radio with installed speaker			
11	Electric Horn			

ITEM	MINIMUM SPECIFICATIONS 4 WD Compact Utility Tractor	COMPLIES		DESCRIPTION OR EXCEPTIONS
		Yes	No	
12	Defroster/heater			
13	Rear Fender Extensions			
14	Off/On Auto Cab dome light			
15	Rear view mirror mounted in cab. No exterior side mount mirrors.			
16	Dash Instruments shall include: <ul style="list-style-type: none"> • Tachometer • Speedometer • Oil Temperature • Oil Pressure • Water Temperature • Volt meter • Amp meter • Fuel Gauge • Air Gauge • Brake Warning Light • Engine Hour Meter 			
17	High intensity LED safety strobe lights are to be mounted within the cab working lights and shall be activated with a switch when the key is turned on. No roof-mounted strobe lights.			
I	Manuals and Training			
1	One operator's manual			
2	One parts manual			
3	One service manual			
4	Hydraulic system line chart			
5	One on-site (University) training session on operation of unit			
6	One on-site (University) training session on maintenance of unit			
J	Hydraulic System			
1	Cab-mounted triple SCV joystick control			
2	Fourth and Fifth SCV switches			

K	Plow Specifications			
1	<p>Front Plow:</p> <ul style="list-style-type: none"> • Unit must mechanically match existing UM tractor plows to allow connection to existing UM tractor units if necessary. Bidders are encouraged to visit UM Facilities to inspect existing equipment and ensure compatibility. • Heavy Duty 7 ½ foot Fisher plow unit • Minute Mount 2 style • Bolt on cutting edges • Plow hydraulic system shall have built-in bumper/relief valve • Plow hydraulic system shall have a safety flow reduction orifice installed for left/right angle and up/down operation. • Factory installed triple mid selector control valve (SCV) • Plow must function as a straight, angle or “V” with all controls working from the tractor hydraulic system. 			
2	<p>Rear Blade:</p> <ul style="list-style-type: none"> • 7-foot heavy duty rear blade with three point hitch • Hydraulically controlled for up/down and left/right angle with all controls working from the tractor hydraulic system. • Bolt on cutting edge • Factory installed single rear selector control valve (SCV) 			
L	Warranty			
1	Manufacturer’s standard 24 months or 2000 hours, whichever comes first.			
M	Delivery			
1	Delivery no later than June 24, 2011			
2	Equipment shall be completely serviced and ready for use when delivered			

BID SPECIFICATIONS FOR ALL WHEEL STEER LOADER

BIDDER'S NAME: _____

ITEM	MINIMUM SPECIFICATIONS All Wheel Steer Loader	COMPLIES		DESCRIPTION OR EXCEPTIONS
		Yes	No	
A	Model			
1	2011 or 2012 model year (Specify)			
2	8000 lbs minimum operating weight			
B	Engine			
1	4-cylinder diesel liquid cooled diesel engine			
2	Turbocharged engine			
3	Minimum 90 net (crank) HP			
4	Exhaust emission and noise level shall comply with the State of Maine, Federal and EPA standards, with a maximum of 85 DBA for an 8-hour time weighted average (TWA)			
5	Engine block heater			
6	Engine automatic shut-down for low oil pressure to prevent damage			
7	Engine speed to be controlled by hand lever or foot pedal			
C	Controls			
1	Hydraulic system			
2	Joystick hand controls			
3	2-speed (high/low) travel			
D	Hydraulic System			
1	Heavy duty package to handle add-on equipment (high flow)			
2	Extreme service filtration system			
3	Minimum pressure of 3,000 PSI			
4	Hydraulic oil cooler			
5	Couplings to be flush-face quick coupler type			
6	Hydraulic system shutdown for high temperature and hydrostatic pressure			
7	Auxiliary hydraulic connection shall be standard			
E	Axles and Brakes			
1	Infinitely variable, fully hydrostatic four-wheel drive, heavy duty design			
2	Hydrostatic pumps driven off engine to provide pressure and flow to two fixed motors			
3	Hydrostatic braking and spring applied			
4	Spring-released parking brake			
F	Operator's Cab			
1	Air conditioned and heated cab			

ITEM	MINIMUM SPECIFICATIONS All Wheel Steer Loader	COMPLIES		DESCRIPTION OR EXCEPTIONS
		Yes	No	
2	Hydraulic bucket positioning			
3	Sound reduction			
4	Instrumentation to include all standard gauges and warning lights			
5	Backup alarm			
6	Dome light			
7	Horn			
8	Attachment control kit, electric, 7-prong			
9	AM/FM radio			
10	Rear view mirror mounted in cab, no exterior side mount mirrors			
11	Digital hour meter			
12	Fabric covered seat			
13	Keyless start (if available)			
14	3-point seatbelt			
15	Hydraulic grab handles shall assist the operator in mounting and dismounting attachments and will be provided as standard equipment			
16	Loader shall be equipped with an interlock control system which requires that the operator be seated in the loader with the seat bar down in place and the engine running before the hydraulic system lift, tilt and traction can be operated.			
17	High intensity LED safety strobe lights are to be mounted within the headlights and tail lights and shall be activated with a switch when the key is on. No roof-mounted strobe lights.			
G	Electrical System			
1	12-volt heavy duty DC system			
2	Minimum 90 amp alternator			
3	Maintenance-free battery with 950 CCA minimum			
4	All computer controlled functions must have the ability to be bypassed in order to obtain "limp-mode" travel			
H	Cooling System			
1	Heavy duty cooling system			
I	Filters			
1	All filters must be spin-on type			
J	Tires			
1	Standard duty tires			
2	One spare rim with mounted tire included with unit			

ITEM	MINIMUM SPECIFICATIONS All Wheel Steer Loader	COMPLIES		DESCRIPTION OR EXCEPTIONS
		Yes	No	
K	Bucket			
1	Standard 80" bucket with bolt-on cutting edge			
2	Couplings to be flush-face quick style			
L	Other Equipment			
1	Shockproof mounted headlights and work lights			
2	Fire extinguisher, 5 lb minimum ABC type, to be mounted by dealer with final location to be approved by the University prior to mounting			
3	7-prong adaptor harness			
4	On-board diagnostic system (if available)			
M	Manuals and Training			
1	One operator's manual			
2	One parts manual			
3	One service manual			
4	One on-site (University) dealer training session on operation of unit			
5	One on-site (University) dealer training session on maintenance of unit			
N	Warranty			
1	Provide information on standard factory warranty			

4WD COMPACT UTILITY TRACTOR

Manufacture/Make/Model/Year of equipment: _____

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

Options:
iMatch Auto Hitch or equivalent \$ _____

Provide information on equivalent hitch _____

Extended Warranty (provide literature) \$ _____ Term in years _____

Delivery Date: (must be no later than June 24, 2011) _____

Specify where warranty work will be performed: _____

ALL WHEEL STEER LOADER

Manufacture/Make/Model/Year of equipment _____

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

Options:
84" Snow blower, high flow \$ _____

84" Hydraulic angle boom \$ _____

Extended Warranty (provide literature) \$ _____ Term in years _____

Delivery Date: _____

Specify where warranty work will be performed: _____

Trade-in allowance:

Bidders shall not assume that the University will only calculate trade-in values on a like-for-like basis. The University reserves the right to combine trade-in offers; reject trade-in offers; etc. The University's objective is to obtain the best value for the University.

2004 Kubota Utility Tractor \$ _____
3064.9 unit hours on meter (20 hours on transmission)
Front Mounted Loader
Front Mounted Snow V-Plow
3-Point Rear Drag Blade
3-Point Tub Sander Unit

2009 John Deere Skid Steer Model 325 \$ _____
837.3 unit hours on meter
Attachment Bucket

May be viewed at the University of Maine, 5765 Service Building, Orono Maine.
Contact Harold Dall at 581-2646 for specifications and on-site inspection.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)