



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR BIDS**

**One (1) 4WD 3-Deck Mower and  
One (1) 4WD Mini Front End Loader  
University of Maine System**

**RFB # 24-12**

ISSUE DATE:  
March 2, 2012

BIDS MUST BE RECEIVED BY:  
March 22, 2012, 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 commercial 3-deck mower and one 4-wheel drive mini front end loader and bucket.

Specifications and bid information are listed in Section 3.0.  
Bidders may bid on either one or both of these items.

- 1.2 Definition of Parties: 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 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 the trade-in allowance offered toward the mower purchase and the bidder's ability to provide local or on-site service.
- 1.4 Award: The University reserves the right to award this bid on a schedule by schedule basis 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](http://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](mailto:hcwells@maine.edu)

The final date for inquiries will be Thursday, March 15, 2012

- 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, March 22, 2012**, 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 _____ | March 22, 2012 | 2:00 PM | RFB #24-12 |
| 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 #24-12

## SECTION TWO

### 2.0 CONTRACT TERMS:

- 2.1 **Delivery and Notification:** Delivery shall be to the University of Maine Motor Pool, 5765 Service Building, Orono Maine 04469. The Contractor shall notify Mike Hambrock, telephone 207-581-2645, 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 delivery 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 the Director of Purchasing & Resource Efficiency or designee, 207-581-2689.
- 2.4 **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.
- 2.5 **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 **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.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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 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. 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 AND THE FOLLOWING SEVEN 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, 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)
- 3.5 Bidders may bid on either one or both of the requested equipment items.
- 3.6 Pricing and Delivery Requirements:
- 3.6.1 4 Wheel Drive Commercial 3-Deck Mower Unit: A mower unit as specified shall be **delivered April 27, 2012** and billed to the University **as a rental for the months of May and June**. This unit, or a replacement new model, will be purchased by the University effective July 2, 2012. Invoice for the purchase of the unit must be received no earlier than July 2, 2012 and no later than July 9, 2012. If all other criteria are met, the **award will be based on the total lowest cost for both the rental period and the final sale amount which may also include the trade-in allowance if the offer is acceptable**.
- 3.6.2 4 Wheel Drive Mini Front End Loader and Bucket: **Delivery of the unit and receipt of invoice shall be between July 2, 2012 and July 6, 2012**. No rental period is required for this unit.
- 3.7 Trade-In for 4WD Commercial 3-Deck Mower: The University requests trade-in offers on a 1997 Jacobsen, Model HR5111, 4WD mower with approximately 3000 hours. The unit is equipped with a canopy and has three hydraulic mower decks. Cutting width is approximately 12 feet. The mower is powered by a replacement Kubota V2203 engine installed in September 2007. This equipment has been regularly maintained, oil and filters every 250 hours, hydraulic system every 500 hours, and mower blades have been sharpened or replaced before each use.

**SCHEDULE ONE**  
**BID SPECIFICATIONS FOR 4WD COMMERCIAL 3-DECK MOWER UNIT**

BIDDER'S NAME: \_\_\_\_\_

ITEM	MINIMUM SPECIFICATIONS (1) 4WD Commercial 3-Deck Mower	COMPLIES		DESCRIPTION OR EXCEPTIONS
		Yes	No	
1	New 2011 or 2012 model year (Specify Year)			
2	4-cylinder diesel			
3	50HP			
4	12 volt battery system			
5	Liquid cooled			
6	Direct injection			
7	Air heater starting aid			
8	Pressurized lube			
9	All spin-on filters			
10	Dry-type air cleaner			
11	Glow Plugs			
12	55-amp alternator			
13	Hydrostatic drive			
14	High/low drive ranges			
15	Ability to mow in high range			
16	4-wheel drive – both on demand and full time in forward and reverse			
17	Power steering			
18	Mechanical steering from the rear wheels			
19	Differential lock			
20	Parking brake			
21	Hydraulic drive mower deck spindles on all three decks			
22	Hydraulic deck lift on decks			
23	Electric PTO engagement/disengagement			
24	Gauges/Alarms:			
	Oil Pressure gauge			
	Hour meter			
	Coolant Temperature Gauge			
	Low oil pressure alarm or automatic shut-off			
	Coolant temperature alarm horn			
	Fuel gauge			
25	22-gallon fuel capacity			
26	Four post roll-over protection safety canopy			
27	Solid rubber deck tires			
28	Adjustable deluxe air suspension high back seat with armrest			
29	Factory recommended air-filled tires with multi-traction treads			



ITEM	MINIMUM SPECIFICATIONS (1) 4 WD Commercial 3-Deck Mower	COMPLIES		DESCRIPTION OR EXCEPTIONS
		Yes	No	
30	Two-pedal directional control			
31	Finger touch controls for:			
	Mower deck lift for each deck			
	Throttle lever			
	PTO switch			
	4-wheel drive control			
32	Overall width of cut to be 128"			
33	Self-resetting impact absorbing deck wings			
34	Rear discharge on all mower decks			
35	Interchangeable mower blades between all three decks			
36	One spare tire per unit tire size, (excluding the deck wheels)			
37	One complete set of spare filters (oil, hydraulic, air and fuel)			
38	One complete set of spare belts			
39	One operator's manual, preferably on CD			
40	One service and maintenance manual, preferably on CD			
41	One hour of dealer-provided operator training on site at the University			
42	One hour of dealer-provided basic maintenance training on site at the University			
	<b>Delivery</b>			
43	<b>Required on April 27, 2012</b>			
44	Equipment shall be completely serviced and ready for use when delivered			
	<b>Warranty</b>			
45	2-year full unit warranty with no extra surcharges (ex. mileage, overnight parts shipping). Provide full warranty information.			
46	Can unit be picked up and returned to the University for all warranty work not performed on site?			
47	Provide information on backup equipment options available to the University if unit is out of service for more than two days due to a warranty repair.			

**SCHEDULE TWO  
 BID SPECIFICATIONS FOR 4WD MINI FRONT END LOADER AND BUCKET**

BIDDER'S NAME: \_\_\_\_\_

ITEM	MINIMUM SPECIFICATIONS (1) 4WD Mini Front End Loader and Bucket	COMPLIES		DESCRIPTION OR EXCEPTIONS
		Yes	No	
1	New 2011 or 2012 model year (Specify Year)			
2	SAE operating weight of 10,500 lbs			
3	4-cylinder diesel with turbocharger			
4	54 HP			
5	Direct injection			
6	110V engine block heater			
7	20 gallon fuel tank			
8	Hydrostatic 4-wheel drive			
9	Single pedal foot throttle			
10	Final drives to be outboard planetary			
11	Counterweights and center rear pin connector for towing			
12	Articulating stereo steering preferred but not required			
13	18" diameter tires			
14	Rear tires shall be weighted			
15	High and low range activated by an in-cab rocker switch			
16	12 volt electrical system with two maintenance-free batteries			
17	65 amp alternator			
18	Front and rear wheel fenders			
19	Ride control function			
20	12 volt in-cab plug in adaptor auxiliary power outlet			
21	Engine hour meter			
22	Backup alarm			
23	AM/FM Radio with installed speaker			
24	Electric horn			
25	Exterior mirrors			
26	Defroster/heater/air conditioner			
27	Front and rear window wipers			
28	Cloth air ride seat shall be adjustable			
29	Fluid film rustproofing on the underside of the unit			

ITEM	MINIMUM SPECIFICATION (1) 4WD Mini Front End Loader and Bucket	COMPLIES		DESCRIPTION OR EXCEPTIONS
		Yes	No	
30	Dash instruments shall include:			
	Tachometer			
	Speedometer			
	Oil temperature			
	Oil pressure			
	Water temperature			
	Volt meter			
	Amp meter			
	Fuel gauge			
31	Cab shall have at least two front and two rear high intensity work lights			
32	Two front and two rear LED strobe lights mounted in the light pockets. Exact location to be determined by University at time of order.			
33	Fire extinguisher is <u>excluded</u> from this specification			
34	Hydraulic system shall be switchable low flow and high flow			
35	Single joystick to control the bucket and boom with one hand			
36	Hydraulic system shall have a 4-function valve with push button controls to run the following attachments:			
	Road broom			
	Recovery broom			
	Stump grinder			
	Earth auger			
	V-Plow			
37	Remote-mounted electrical quick connector to control the attachments listed in item 36			
38	Cab-controlled hydraulically actuated adaptor/coupler to attach and detach skid steer compatible attachments			
39	All filters and lube points shall be from ground level			
40	All pressurized filters to be spin-on type			
41	One complete set of spare filters (oil, hydraulic, air and fuel)			
42	One complete set of spare belts			
43	One operator's manual, preferably on CD			

ITEM	MINIMUM SPECIFICATIONS (1) 4WD Mini Front End Loader and Bucket	COMPLIES		DESCRIPTION OR EXCEPTIONS
		Yes	No	
44	One line chart, preferably on CD			
45	One parts manual, preferably on CD			
46	One service and maintenance manual, preferably on CD			
47	One hour of dealer-provided operator training on site at the University			
48	One hour of dealer-provided basic maintenance training on site at the University			
	<b>Bucket Specifications</b>			
49	1.3 CU YD (Specify size offered)			
50	Suitable for gravel			
51	Bolt-on cutting edge			
52	Fully compatible with skid steer connections			
53	Painted Black			
54	Ability for hydraulic quick-connect			
	<b>Delivery</b>			
55	<b>Must be delivered and invoiced no earlier than July 2, 2012 and no later than July 6, 2012.</b>			
56	Equipment shall be completely serviced and ready for use when delivered			
	<b>Warranty</b>			
57	Provide complete warranty information.			

**BID FORM**

**SCHEDULE ONE**

**4WD COMMERCIAL 3-DECK MOWER UNIT**

Manufacture/Make/Model/Year of equipment: \_\_\_\_\_

Monthly Rental Including Delivery \$ \_\_\_\_\_/month  
(May and June)

Final Invoice Price (FOB Delivered): \$ \_\_\_\_\_  
(Without trade-in allowance, without rental)

Provide Delivery Date: (must be April 27, 2012  
for rental unit. \_\_\_\_\_

Specify where warranty work will be performed: \_\_\_\_\_

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

1997 Jacobsen Model HR 5111 4WD \$ \_\_\_\_\_  
Approximately 3000 hours  
Cutting width: 12 feet

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.

**SCHEDULE TWO**

**4WD MINI FRONT END LOADER AND BUCKET**

Manufacture/Make/Model/Year of equipment \_\_\_\_\_

Price (FOB Delivered): \$ \_\_\_\_\_

Options:  
Spare Tire and Rim \$ \_\_\_\_\_

4-Braid Hydraulic Hoses \$ \_\_\_\_\_

High Flow Hydraulic Offset Mount, 30" Stump  
Grinder With a Skidsteer Attachment \$ \_\_\_\_\_

Provide Delivery Date: \_\_\_\_\_  
(Must be after July 2, 2012 and on or before  
July 6, 2012)

Specify where warranty work will be performed: \_\_\_\_\_

SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)