



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS (RFB)

FRONT END LOADER
University of Maine

RFB # 25-14

ISSUE DATE:
March 4, 2014

BIDS MUST BE RECEIVED BY:
April 3, 2014 2:00 p.m.

DELIVER BIDS TO:

University of Maine
Purchasing Office
Attn: Gary Haslam
5765 Service Building
Orono, ME 04469

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine is seeking bids for (1) one Front End Loader with a minimum SAE operating weight of 30,000 pounds, as described in Section Three.
- 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: Order, assemble, calibrate, and deliver, (1) one new 2014 front end loader with minimum operating weight of 30,000 pounds, required attachments, accessories, and professionally integrate them into the overall vehicle.

The completed vehicle shall be delivered ready for operation, to the University between July 1 and August 30, 2014.

- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met.
- 1.5 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.
- 1.6 Award: It is the intent of the University to award this bid all to one bidder. 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/ submissions, in whole or in part and is not necessarily bound to accept the lowest bid/ submission if that bid/ submission is contrary to the best interests of the University. The University is concerned about potential prohibitive costs in travel and labor to transport this vehicle and its components for warranty service on the vehicle and components purchased as a result of this bid. Bidders shall address this concern in their response. This is an evaluation criteria - cost.

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 Purchasing Office.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer 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.

- 1.8 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. It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Gary Haslam
Purchasing Office
University of Maine System
5765 Service Building
Orono, Maine 04469
gary.haslam@maine.edu

The deadline for inquires is 4:00 p.m. March 18, 2014.
The University will respond to written inquiries not later than close of business, March 20, 2014.

- 1.9 Submission: One (1) SIGNED original and one copy of the complete bid must be submitted to the Purchasing Department, University of Maine, 5765 Service Bldg., Orono, Maine 04469, in a sealed envelope by **2:00 p.m. April 3, 2014**, for a public opening. The bid must be date stamped by the Purchasing Department 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 3:00 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.**

- 1.10 Pre-Bid Conference: There is no scheduled pre-bid conference. Bidders may contact Harold Dall, Facilities Maintenance Manager at (207) 581- 2646 (harold.dall@umit.maine.edu) for an appointment to view trade-in vehicle, and other University-provided accessories. Appointment hours are 7:00 am to 3:30 pm, Monday through Friday.
- 1.11 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

From _____
Name Due Date Time Bid No.

- 1.12 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.

- 1.13 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.14 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.
- 1.15 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.16 Non-Responsive Bids: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.17 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.
- 1.18 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 Director of Purchasing and AP Shared Services. 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 Director of Purchasing and AP Shared Services in sealed envelopes, clearly marked as follows:
- SPECIFICATION PROTEST, RFB # 25-14
- 1.19 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.
- 1.20 The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Executive Director of Facilities Management or his/her 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 Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **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.
- 2.5 **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.
- 2.6 **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
- 2.7 **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 **Indemnification:** 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.
- 2.9 **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 **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.

- 2.11 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 University of Maine
Karen Kemble
Director of Equal Opportunity
North Stevens Hall
(207) 581-1226

- 2.12 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 (In Compliance with Applicable State Law)	Required for all personnel

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
5765 Service Building
Orono, Maine 04469

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

- 2.13 Smoking Policy: The University of Maine is a tobacco free campus. This policy applies to faculty, staff, 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 is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

Additional information regarding the tobacco free campus policy is located at:
<http://umaine.edu/tobaccofree/>.

- 2.14 Payments: The University shall make no payments prior to July, 1, 2014. Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.15 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.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS: The Contractor shall ensure complete assembly the vehicle and its components. The completed vehicle and accessories shall be delivered fully serviced, tested and ready for operation.

3.1 New Equipment: The vehicle and accessories shall be new, 2014 model year, standard production model of the latest design currently in production. No demonstration units will be accepted.

3.2 Vehicle Specifications.

Item #	Minimum Specifications	Complies Y/N	Comments
	ENGINE		
	6 cylinder turbo Diesel, minimum 175 HP		
	Tier 4 Emissions		
	Direct Injection with diesel liquid exhaust		
	110v block heater with cold start aid		
	Heavy duty design and construction with ample capacity for continuous high engine output under extreme temperatures and/or operating conditions		
	4-speed forward and 3-speed reverse transmission, not hydrostatic drive		
	Heavy duty inboard or outboard planetary gear system on front and rear axles		
	Minimum 65 amp alternator		
	12 / 24 volt electrical system with minimum (2) each heavy duty maintenance free batteries with a master electric disconnect switch at batteries		
	All Filters and Lube points shall be from ground level		
	All pressurized filters to spin-on type		
	Cooling System of heavy duty design and construction with ample capacity for continuous high engine output under extreme temperatures and/or operating conditions. Heavy duty metallic radiator guard and all bolted metal construction.		
	90 degree swing out radiator, if available		

Item #	Minimum Specifications	Complies Y/N	Comments
	DIMENSIONS AND CAPACITIES		
	Minimum SAE operating weight 30,000 Lbs		
	Tip load full turn minimum 23,000 lbs		
	Minimum 65 gallon fuel tank		
	Four wheel drive with differential lock /limited slip on front and conventional rear.		
	Single pedal foot throttle		
	Factory assembled rims and 20.5 x 25 radial mud and snow rated tires		
	The unit shall have both front and rear wheel fenders		
	The unit shall have ride control function		
	Z-bar linkage system with "bucket float" and "auto return to dig" modes.		
	Auxiliary hydraulic lines to be plumbed to the boom cross tube.		
	Hydraulic tank sight gauge.		
	Unit shall be supplied with counterweights and center rear pin connector for towing.		
	Any computer controlled function must have the ability to be bypassed in order to obtain a "Limp Home" mode of travel.		
	Electric rise hood opener.		
	Auto engaging parking break when unit is shut down with key.		
	Factory safety locks for articulating and boom joints to be included.		
	OPERATOR CAB		
	Cab shall be a sound suppressed R.O.P.S. (rollover protection system) cab that meets all applicable Federal, State and OSHA regulatory requirements.		
	Dash Instruments- Tachometer		
	Dash Instruments- Speedometer		

Item #	Minimum Specifications	Complies Y/N	Comments
	Dash Instruments- Oil Pressure		
	Dash Instruments- Oil Temperature		
	Dash Instruments-Water Temperature		
	Dash Instruments- Volt Meter		
	Dash Instruments-Amp Meter		
	Dash Instruments- Fuel Gauge		
	Dash Instruments- Engine Hour Meter		
	12 volt in-cab plug in adaptor auxiliary power outlet		
	Hydraulic system shall have a 4-function valve with push button controls to run the bucket, v-plow (4-function – scoop, V, left angle, right angle) and Box Plow (2-function - left and right angle)		
	24 to 12 volt (20 amp minimum) converter for 2-way radio attachment.		
	Rubber floor mat and Sun visor		
	Electric horn		
	Interior mirror		
	Backup alarm with color camera system		
	Factory installed AM/FM Radio with factory installed speaker		
	Tilt steering wheel		
	Exterior heated mirrors		
	Cab fan, Defroster / heater / air conditioner		
	Heavy duty 2-speed front and rear window wipers with variable time delay		
	Front and rear window washer systems.		
	The air ride seat shall be adjustable with cloth material		
	Dome light.		

Item #	Minimum Specifications	Complies Y?N	Comments
	Minimum four front and four rear high intensity working LED lights		
	The unit shall have two front and two rear LED strobe lights mounted in the light pockets. Exact location to be determined at time of order by UMaine.		
	Unit shall be equipped with a single joystick to control the bucket and boom with one hand	-	-
	Fluid film rustproofing on the underside of the unit		
	ATTACHMENT SPECIFICATIONS		
	GENERAL PURPOSE BUCKET		
	Minimum 3.0 CUYD bucket, suitable for gravel		
	Bolt-on cutting edge		
	Bolt-on teeth with shanks		
	Fully primed and painted to match vehicle		
	Ability for hydraulic quick-connect		
	MATERIAL HANDLING ARM		
	JRB® coupler extension to be mechanically pinned		
	BOX SNOW PLOW		
	12' wide x 44" tall box plow, painted to match vehicle		
	JRB® coupler installed at factory		
	Plow reinforcing rib to accommodate JRB® coupler		
	Segmented spring loaded steel trip edges		
	Steel self-leveling side shoes		
	Preferred if available, Carbide cutting edge.		

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 Pricing: Bids shall include itemized statements from the bidder and any subcontractors for the vehicle and all accessories, labor, title and documentation, manuals, and delivery of vehicle.
- 4.2 Statement of Warranty.
- 4.3 Name and address of local Authorized Service Representative
- 4.4 Trade-in value for University's 2001 John Deere Loader/Carrier model DWTC62H518718, including one spare tire, rim and 3-yard bucket with bolt-on cutting edge. The University reserves the right to decline bidder's trade-in offer.
- 4.5 Payment Method: The vehicle and all accessories shall be paid for after final acceptance and delivery of the vehicle to the University and approval of the itemized invoice. Indicate your ability to accept electronic payments. (Section 2.14)

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)