



Administered by University of Maine System
Office of Strategic Procurement
Request for Bid (RFB)

RFB #066-17

Mini Excavator for University of Maine Facilities
Management Grounds Shop

Response **Deadline Date/Time:** January 25, 2017, 2:00 PM EST

Response Submission Information:

University of Maine System
Office of Strategic Procurement
Email: roger.ward@maine.edu
Subject: **RFB #066-17 UM Mini Excavator**
Attn: Ryan Ward

Response Contact Information:

Strategic Sourcing Manager: Ryan Ward
Email: roger.ward@maine.edu Phone: (207) 581-2712

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SECTION 1

1.0 General Information

1.1 Purpose

The **University of Maine (Orono), UMaine** is seeking bids for one (1) **Mini Excavator** as defined in this document to be delivered and invoiced after July 4, 2017 but prior to July 31, 2017. This document provides instructions for submitting responses, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Bidder(s).

Bidders should review Section 2 of this document to see the full Scope of Services/Products required.

Though this document is primarily for UMaine, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

1.2 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document 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 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.4 Evaluation Criteria

Award will be made to the low bidder provided that all other requirements are satisfactorily met, as outlined in **Section 2** Scope of Work and **Sections 4 – 7** of this document.

No Best and Final Offers: The University will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

1.5 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.7	Inspection of Trade-in	January 10 to January 13, 2017
Section 1, 1.6	Deadline for Written Communication	January 12, 2017 End of Business
Section 1, 1.6	Response to Written Communication	January 17, 2017 End of Business
Section 1, 1.15	Deadline for Bid Submission	January 25, 2017 2:00 PM EST
	Award Announcement (subject to change)	February 1, 2017 End of Business

1.6 Communication with the University

It is the responsibility of the bidder to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. 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 using the **Response Contact Information** provided on the cover sheet of this document. Failure to comply with this requirement could result in disqualification from further consideration.

Refer to table in **Section 1, 1.5 Timeline of Key Events** for deadline requirements

1.7 Inspection of Trade-in

Bidders are to contact **Harold Dall at 581-2646** for specifications and an on-site inspection of trade-in value for UMaine mini excavator #300-634, 2009 Bobcat Fast Track 430 ZHS, VIN # 563014275 including one spare lag, one 21" bucket and one 38" cleanup bucket. Bidders are required to call in advance to schedule a time at the availability of the University.

1.8 Award

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Contract to that/those bidder(s). While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award contract(s) to one or multiple vendors, which may include awards to bidders for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Bidder to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.9 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.

1.10 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue an award notice letters to all participating bidders and the successful bidder's response may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

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.

1.11 Costs of Preparation

Bidder assumes all costs of preparation of the response and any presentations necessary to the response process.

1.12 Debarment

Submission of a signed response 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.

1.13 Response Understanding

By submitting a response, 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.

1.14 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.15 Non-Responsive Responses

The University will not consider non-responsive responses, i.e., those with material deficiencies, omissions, errors or inconsistencies.

1.16 Response Submission

A **SIGNED** copy of this bid document must be submitted to the Office of Strategic Procurement as follows:

1. Completion of **Appendix A. Appendix A** must be SIGNED as part of the submission.
2. Completion of **Appendix B. Appendix B** must be SIGNED as part of the submission.
3. **Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.**
4. Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.
Respondent may attached company bid to their submission as supporting information. Respondent is still required to complete **Appendix C.**

1.17 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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.18 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the contract(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

SECTION 2

2.0 Scope of Work

The University of Maine (Orono) Department of Facilities Management Ground Shop seeks to purchase one (1) new mini excavator as outlined below.

Mark / Check-off each specification to indicate that feature / specification is included in vehicle quoted. Include with price sheet.

Excavator Specifications

- Must be a new unit either model year 2016 or 2017
- Unit shall have a minimum SAE operating weight of 12,000 lbs.
- Enclosed cab with 360 deg glass.
 - Zero tail swing
 - One interior LED cabin light that turns on when door opens
 - Fold open front window
 - Forward roof viewing window
 - Swing shock valve
 - All access panels and doors shall be key lockable
- Engine to be a Tier Four, liquid cooled 4-cylinder diesel.
 - The unit shall have a minimum horsepower of 35 HP
 - Direct injection
 - Glow plugs
 - 110V Engine block heater
- Minimum 18 gallon fuel tank
- Rubber tracks with steel backing
- Track tension to be maintained by use of a grease gun, no special tools
- 12 volt electrical system with minimum maintenance free battery
- Minimum 55 amp alternator
- Dash instruments shall include:
 - Oil Temperature
 - Oil Pressure
 - Water Temperature
 - Volt Meter
 - Amp Meter
 - Fuel Gage
- 12 volt in-cab plug in adaptor auxiliary power outlet

- Engine hour meter
- Backup alarm
- Factory installed AM/FM Radio with speaker (no aftermarket)
- Electric horn
- Exterior mirrors on left and right sides
- Lockable fuel cap with four keys
- Defroster / heater / air conditioner
- Front window wipers
- Adjustable seat with arm rest covered with cloth material
- The cab shall have at least two front and two rear high intensity LED working lights
- High intensity LED boom working light to be enclosed for protection
- Boom lift cylinder to have a steel rock guard protector
- Boom digging depth shall be 12 feet minimum.
- Lifting capacity shall be a 2,500 lbs minimum.
- Bucket digging force shall be 1,100 lbs minimum.
- The unit shall have two front and two rear Federal Amber micro pulse surface mount #MPS 1200-AA LED strobe lights. Exact location to be determined at time of order by UMaine.
- The fire extinguisher is excluded from this specification
- Hydraulic system
 - Joystick control
 - Switch valve for ISO / SAE control
 - Dual Travel Speed
 - Heavy duty oil cooler
 - Flat faced quick connections on all auxiliary hydraulic lines
 - In cab activated diversion valve to run one boom attachment at a time
 - Factory installed hydraulic lines to run the thumb and ditching bucket
- All filters and lube point shall be from ground level
- All pressurized filters to be spin-on type
- Included in the bid shall be one complete set of spare filters (air, oil, hydraulic and fuel)
- Included in the bid shall be one complete set of belts
- Manuals shall include one (1) set of the following (preferably on CD):
 - Operator Manual
 - Maintenance and repair manual
 - Line chart

- Parts manual

Attachment Specifications

- All attachments to be painted black
- Manual quick coupler on stick for attachments
 - 24” Boom bucket
 - Minimum 6.0 CUFT
 - Bolt on shanks preferred
 - Suitable for gravel
 - 3-Ton G80 weld on lifting hook with safety latch
 - 48” Hydraulic heavy duty tilting bucket with cylinders mounted on bucket
 - Bolt on flat cutting edge (no teeth)
 - Suitable for gravel
 - Dozer blade shall be same width as track
 - Welded wear blade on bottom of blade
 - Lifting guide on bulldozer cylinder
 - Hydraulic thumb
 - Removable pin-on type, not welded

General Requirements

- Included in the bid shall be minimum 1 hour training for operators and 1 hour basic maintenance training for mechanics.
- Unit shall be delivered to UMaine fully serviced and ready to go.
- All steps to assemble the unit with the above items are the responsibility of the bidder.
- Statement of warranty.
- Statement of name and address of local Authorized Service Representative
- Statement of trade-in value for UMaine mini excavator #300-634, 2009 Bobcat Fast Track 430 ZHS, VIN # 563014275 including one spare lag, one 21” bucket and one 38” cleanup bucket.
- **Delivery of and invoice for the unit shall be after July 4, 2017 but prior to July 31, 2017.**

SECTION 3

3.0 General Terms and Conditions

3.1 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.

3.2 Cancellation/Termination

If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seventy-two (72) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

3.3 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 Contract Administrator.

3.4 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.

3.5 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.

3.6 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.

3.7 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 advanced notice.

3.8 Smoking Policy

The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

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, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

3.9 Pricing

All prices quoted shall remain firm for the entire term of the agreement. Quotations must be F.O.B. Destination to the University of Maine, Orono Motor Pool. 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 a F.O.B. Destination basis.

The University reserves the right to decline Bidder's trade-in offer

SECTION 4

4.0 Response Submission Requirements

A SIGNED copy of this bid document must be submitted to the Office of Strategic Procurement as follows:

5. Completion of **Appendix A**. **Appendix A** must be SIGNED as part of the submission.
6. Completion of **Appendix B**. **Appendix B** must be SIGNED as part of the submission.
7. **Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.**
8. Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.

Respondent may attached company bid to their submission as supporting information. Respondent is still required to complete **Appendix C**.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 General Format Instructions

- 4.1.1 All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- 4.1.2 Bidders must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Bidder's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 4.1.3 It is the responsibility of the Bidder to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration.

4.2 Content Format Instructions

The response shall be submitted under the same cover at the same time, in the six (6) distinct sections noted below:

Section I – Requirements – Appendix A and Appendix B

1. Provide the completed documents listed below:
 - Cover Page – Appendix A
 - Debarment, Performance and Non-Collusion Certification – Appendix B

Section II - Requirements - Cost Response

1. Provide responses for each requirement in **Section 5**:
 - 5.1 Cost Response – Appendix C.

Section III - Attachments

1. Any remaining attachments required as part of the response.

SECTION 5 - REQUIREMENTS

5.0 Costs

Bidders shall ensure that all information required herein is submitted with the response. 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 response 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.

5.1 Cost Response

5.1.1 General Instructions:

5.1.1.1 Failure to provide the requested information and to follow the required cost response format provided in Appendix B may result in the exclusion of the response from consideration, at the discretion of the University.

5.1.1.2 No costs related to the preparation of the response for this document or to the negotiation of the contract with the University may be included in the response. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

5.1.2 Cost Response Form Instructions – Appendix B

5.1.2.1 The Bidder **MUST** fill out **Exhibit 1** referenced in **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.6**.

SECTION 6

6.0 Confidential Information

6.1 None Required

SECTION 7

7.0 List of Appendices and Related Documents

This section lists documents which are included.

- 7.1 Appendix A – University of Maine System Response Cover Page
- 7.2 Appendix B – Debarment, Performance and Non-Collusion Certification
- 7.3 Appendix C – Cost Response Form

Appendix A – University of Maine System Response Cover Page

RFB #066-17

Mini Excavator for University of Maine Facilities Management Ground Shop

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's response.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.

Authorized Signature

Date

Name and Title (Typed)

Appendix B – Debarment, Performance and Non-Collusion Certification

**University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION**

RFB #066-17

Mini Excavator for University of Maine Facilities Management Ground Shop

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C - Cost Response Form

University of Maine System
COST RESPONSE FORM

RFB #066-17

Mini Excavator for University of Maine Facilities Management Ground Shop

Bidder's Organization Name:

GENERAL INSTRUCTIONS:

IMPORTANT – Please do NOT change any formatting on the response sheet in any manner (such as merged cells). You can add rows required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.

Respondents are required to submit all costs associated with the stated product / service.

Respondents are required to attach detailed specifications informational documentation of item(s) submitted in bid for the University to determine item(s) meet specification requirements.

Mini Excavator:

Make, Model, & Year:

(Note: Attach Detailed Vehicle Specifications with Quote)

Net Purchase Price of Mini Excavator:

\$ _____

Trade-in Value Excavator Listed:

\$ _____

**Net Price of New Mini Excavator minus trade-in value
Delivered to the University of Maine (Orono):**

\$ _____

The University reserves the right to decline Bidder's trade-in offer.