



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Proposal (RFP)

All Wheel Compact Loader

RFP #2024-046

**Issued Date:** November 21, 2023

**Response Deadline Date/Time:** December 8, 2023, 11:59 p.m.  
EST

**Response Submission Information:**

Submitted electronically to [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu)  
Email Subject Line – DH: All Wheel Compact Loader – RFP #2024-046

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Derek Houtman  
Email: [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu)

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## 1.0 INTRODUCTION

### 1.1 Definitions, Background, Purpose and Specifications

#### 1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

#### 1.1.2 Background

##### Overview

Established in 1968, the University of Maine System (UMS) unites six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

### Campus thumbnails

#### University of Maine

The University of Maine, founded in Orono in 1865, is the state's land grant and sea grant university. As the state's only public research university, UMaine has a statewide mission of teaching, research and economic development, and community service. UMaine is among the most comprehensive higher education institutions in the Northeast with nearly 100 majors and academic programs. It attracts students from Maine and 49 other states, and more than 60 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The university promotes environmental stewardship, with substantial efforts campus

wide aimed at conserving energy, recycling and adhering to green building standards in new construction.

### 1.1.3 Purpose

The University of Maine is seeking responses to provide All Wheel Compact Loader as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review **Appendix D Equipment Specifications** of this document to see the full Scope of Services/Products required.

The University is committed to providing increased access and opportunity to diverse businesses include and not limited to: Lesbian, Gay, Bisexual and Transgender Business Enterprise (LGBTQ+BE); Minority Business Enterprise (MBE); Service-Disabled Veteran Business Enterprise (SDVBE); Small Business Enterprise (SBE); veteran-owned; service-disabled veteran-owned; HUBZone; small disadvantaged business; women-owned; minority-owned; Veteran Business Enterprise (VBE); and Women's Business Enterprise (WBE).

## 1.2 General Information

### 1.2.1 Contract Administration and Conditions

1.2.1.1 The winning Respondent will receive a Purchase Order (PO) from the University.

In the event of a conflict of terms the following precedence will apply:

1. The University's RFP
2. Respondent's Submission
3. Purchase Order or Letter of Agreement

1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not:

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or

- j. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

## 1.2.2 Communication with the University

It is the responsibility of the Respondent 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](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all Respondents 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. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

### 1.2.3 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent 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.

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

### 1.2.4 Costs of Preparation

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

### 1.2.5 Authorization

Any 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.

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 Executive Director of Strategic Procurement & Services and it is not approved, valid or effective until such written approval is granted.

Vice Chancellor for Finance and Administration approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

**1.2.6 Multi-Institutional**

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

**1.2.7 Pricing**

All prices provided shall remain firm for the entire term of the agreement.

**1.2.8 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

**1.2.9 Environment Compliance**

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

**1.2.10 Specification Protest Process and Remedies:**

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. 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 proposal 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 Deadline for Proposal Submission noted in Section 1.3.1. 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.

## 1.3 General Submission Provisions

### 1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	November 29, 2023
Section 1.2.2	Response to Written Inquiries/Questions (subject to change)	December 1, 2023
Section 1.2.2	Deadline for Proposal Submission	December 8, 2023
Section 2.2	Award Announcement (subject to change)	December 14, 2023
	Estimated Purchase Order Date (subject to change)	December 19, 2023
	Equipment Delivery Date	Between July 1, 2024 and September 30, 2024

### 1.3.2 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.

### 1.3.3 Debarment

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

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.

### 1.3.4 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response

### 1.3.5 Response Validity

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

### 1.3.6 Non-Response Submission



The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

### 1.3.7 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

## 2.0 EVALUATION AND AWARD PROCESS

### 2.1 Evaluation Criteria

#### 2.1.1 Scoring Weights

The score will be based on a 100-point scale and will measure the degree to which each response meets the following criteria:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	50
Appendix G	Equipment Specifications	50
<b>Total Points</b>		<b>100</b>

#### 2.1.2 Scoring Section Descriptions

##### 2.1.2.1 Cost Evaluation

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

$$\text{Points} = \text{pro-rated score} = \left( \frac{\text{Lowest submitted cost response}}{\text{cost of response being scored}} \right) \times \text{Points}$$

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

2.1.2.2 Switching Cost: The University will evaluate the internal switching costs related to switching from a legacy solution or considerations from moving to on-premise to hosted with the legacy solution. This will include internal resource time, API/Interfaces, SSO and other requirements needed to support each proposed solution.

This cost may differ depending on the Respondent's unique solution proposed.

##### 2.1.2.3 Equipment Specifications

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

## 2.2 Award

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 Agreement(s) to one or multiple Respondents, which may include awards to Respondents 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 Respondent 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 Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

## 2.3 Tie Bids

When two equal bids are received, 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 which will be determined by reviewing the electronic submission date and time stamp.

## 2.4 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University’s Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

## 2.5 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System’s University of Maine System’s Chief Facilities and General Service Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at

[http://staticweb.maine.edu/wp-content/uploads/2015/07/APL\\_VII-A\\_20150630-FINAL.pdf?2565a1d](http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?2565a1d)

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## 3.0 RESPONSE FORMAT REQUIREMENTS

### 3.1 General Format Instructions

#### 3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

#### 3.1.2 Respondents Responsibility

It is the responsibility of the Respondent 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. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

#### 3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

#### 3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

### 3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

**3.2.1 Section 1 - Response Cover Page**

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

**3.2.2 Section 2 - Cost Response**

- 3.2.2.1 Label this response - Section 2 – Cost Evaluation
- 3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

**3.2.3 Section 4 - Response to Questions**

- 3.2.3.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.3.2 Insert Appendix D – Equipment Specifications

## Appendix A – University of Maine System Response Cover Page

RFP # 2024-046  
All Wheel Compact Loader

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:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. 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 Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
  - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
  - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
  - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
  - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

## Appendix B – Debarment, Performance and Non-Collusion Certification

**University of Maine System**  
**DEBARMENT, PERFORMANCE and NON-COLLUSION**  
**CERTIFICATION**  
RFP # 2024-046  
All Wheel Compact Loader

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 – Required Cost Evaluation Exhibits

University of Maine System  
COST EVALUATION

RFP # 2024-046  
All Wheel Compact Loader

### **GENERAL INSTRUCTIONS:**

1. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.
2. The Respondent must submit a cost response that covers the total cost of the proposed purchase.
3. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
4. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University.
5. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
6. Pricing will be guaranteed by the vendor for 90 days from the submission date.



**Cost Response:**

**All Wheel Compact Loader:**

Make, Model, & Year: \_\_\_\_\_

(Note: Attach Detailed Vehicle Specifications with Quote)

Net Purchase Price of Loader: \$ \_\_\_\_\_

120” wide box blade snow pusher with bolt on carbide Cutting edge and spring-loaded trip edge, back-drag edge, With Skid-steer coupler and one spare cutting edge: \$ \_\_\_\_\_

\_\_\_\_\_

84” wide snow bucket with bolt on carbide cutting Edge with Skid-steer coupler. \$ \_\_\_\_\_

Two (2) Way Radio installed by Atlantic Communications Inc. after delivery to the University \$ **1200** \_\_\_\_\_

**Sub-Total - Unit plus Attachments:** \$ \_\_\_\_\_

**Net Price of New loader minus trade-in value Plus, ALL Attachments Delivered to the University of Maine (Orono) AFTER July 1, 2024 But prior to September 30, 2024:** \$ \_\_\_\_\_

## Appendix D – Equipment Specifications

Respondent’s Organization Name: \_\_\_\_\_

**INSTRUCTIONS:** Respondents 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. Respondents are encouraged to provide any additional information describing operational abilities.

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

### All Wheel Compact Loader

- Required Unit must be either a 2023 or 2024 model, must be new, not used.

#### Engine

- Required 4-cylinder, liquid cooled diesel engine.
- Required Turbocharged engine.
- Required - Minimum 70 horsepower at net peak power at 2400 rpm.

Your Unit: Net: \_\_\_\_\_ /Gross: \_\_\_\_\_

- Required Exhaust emission and noise level shall comply with the State of Maine, Federal and EPA standards,
- Teir 4
- Required Engine block heater.
- Required Engine automatic shut-down for low oil pressure to prevent damage, or equal.
- Required Engine speed to be controlled by hand lever or foot pedal
- Required Creep control for maximum hydraulic flow.

#### Controls

- Required Hydraulic system.
- Magnet auxiliary forward and reverse
- 3<sup>rd</sup> function for front hydraulics
- Required Joystick hand controls.
- Minimum 2-speed (high/low) travel

Your Unit: \_\_\_\_\_

**Axles & Brakes**

- Required Hydrostatic pumps driven off engine to provide pressure and flow to two fixed motors.
- Required Hydrostatic braking and spring applied.
- Required Spring released parking brake.
- Required Fully hydrostatic four-wheel drive, heavy duty design.
- Required Front axle differential to be either.
  - differential lock
  - or
  - limited slip
- Required Front & rear fenders.

**Hydraulics**

- Required Heavy duty package to handle add-on. equipment (high flow)
- Required Extreme service filtration system.
- 3<sup>rd</sup> function front hydraulics
- Minimum pressure of 3,000 PSI at couplings      Your Unit: \_\_\_\_\_
- Required Hydraulic oil cooler.
- Required Unit Hydraulics to be set up to operate. all attachments listed below.
- Required Unit to be equipped with auto ride control.
- Required Couplings to be flush-face quick style. compatible with skid-steer coupler (remote hydraulic activated from within cab)

**Operator's Cab**

- Required Air conditioning and heated cab with defroster.
- Required Hydraulic Bucket Positioning
- Required Sound reduction.
- Required Instrumentation to include all standard. gauges and warning lights
- Required Backup alarm.
- Required Horn
- Required Attachment control kit.
- Required AM/FM Radio

- Required Digital hour meter.
- Required Fabric covered seat.
- Required Bluetooth microphone and speaker for cell phone connection (if available)
- Required Exterior Heated Mirrors
- Required Air Ride Seat
- Required All locks on unit shall be keyed the same. as the ignition key (i.e., one (1) key for entire unit)
- Required Hydraulic bucket positioning standard. return to dig.
- Rear backup camera, preferably factory installed if available.
- Preferred 360 view camera, factory installed if available.

**Electrical System**

- Required 12-volt heavy duty DC system.
- Minimum 80-amp alternator
- Electrical auxiliary on loader for attachments
- Required Maintenance free battery with 900 CCA minimum or dual batteries greater than 900 CA
- Required All computer controlled functions must have the ability to be bypassed in order to obtain a “limp-mode” of travel or equivalent ability to be disabled to be towed

Your Unit: \_\_\_\_\_

Your Unit: \_\_\_\_\_

**Cooling System**

- Required Heavy duty cooling system.

**Filters**

- Preferred All filters to be spin-on type

Your Unit: \_\_\_\_\_

**Operating Weight**

- Minimum 13,000 lbs. standard counterweight only, no additional counterweights allowed, rear tire ballast included.

Your Unit: \_\_\_\_\_

**Tires**

- Required Industrial 70R20 mud and snow tires –

Industrial type (not agricultural or turf) and need to be R20 rated, size should be per the manufacturers Recommendation, 10 ply preferred, 8 ply minimum Your Unit Ply Tire:\_\_\_\_\_

- Required Factory supplied spare rim and mounted tire included with unit. Rim to be factory painted.
- Required Rear Tires to be filled with rim guard / beet juice or equivalent for additional ballast that will not freeze (rear tires only)

Your Unit:\_\_\_\_\_

**Bucket**

- Required Standard approximately 80” bucket with bolt-on cutting edge, must be wider than the width of the tires
- Required 3-Ton G80 welded on lifting hook with safety latch mounted at top center of bucket

Your Unit:\_\_\_\_\_

**Other Equipment**

- Required Shock-proof mounted headlights and work lights.
- Required 14-prong adaptor harness.
- Preferred On-board diagnostic system.

**Lighting**

- Required Front driving lights with working lights.
- Required Front & Rear LED Light bars with separate toggles. Must fit below the top of the cab, no lights on top.
- Required Stop taillights.
- Required Turn sign lights with 4-way flasher capability.
- Required Interior dome cab light.
- Required Strobe green and amber lights to be LED and are to be mounted in the front and rear lights. Absolutely no strobe lights on the roof. Final location to be approved by UMaine Facilities Management prior to assembly.

**Loader Performance Specifications**

- Minimum Bucket Breakout 12,000 lbs.
- Minimum Tipping Load Straight 9,500 lbs.

Your Unit:\_\_\_\_\_

Your Unit:\_\_\_\_\_

- Minimum hinge pin height 10'11"

Your Unit: \_\_\_\_\_

**Attachments – All Attachments are Required – Most be equal to or better than listed.**

- HLA Snow 3500 SnowPusher or equal
  - Required 120 inches wide.
  - Required Double Sidewall
  - Required Steel Back Drag Blade with bolted-on cutting edge.
  - Required Replaceable, Carbide Cutting Edge
  - Required Spring Trip Cutting Edge
  - Lateral Float attachment
  
- HLA Snow Bucket or equal
  - Required With Skid steer coupler.
  - Required 84" wide.
  - Required Bolt-on cutting.

**General Requirements**

- Required Manuals to be supplied with loader shall include one (1) set of the following for each component.
  - Operator manual
  - Parts manual
  - Service manual
  
- Required Dealer training for one (1) session for university personnel on operation of unit.
- Required Dealer training for one (1) session for university personnel on maintenance of unit.
- Required Included with unit shall be a complete set of spare belts and filters.
- Required Unit shall be delivered fully serviced, tuned up, wheels balanced and ready to go.
- The required unit shall be set up for all included attachments.
- Required all steps to assemble the loader with the above items are the responsibility of the bidder.
- Required included with the unit shall be four (4) each factory keys.
- Required all locks on the vehicle shall be keyed alike to the ignition key.
- Required standard factory warranty / Statement of warranty.

- Statement of name and address of local Authorized Service Representative
- Required two-way radio specified by the University to be installed by Atlantic Communications after delivery. Add \$1,200.00 to your Sub-total and total quote as shown in the Cost Response Form. The University will issue payment of \$1,200.00 directly to Atlantic Communications, Inc.
- Delivery of and invoice for the unit shall be after July 1, 2024, but prior to September 30, 2024.