



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0016

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID A. COLE  
COMMISSIONER

March 12, 2007  
Subject: **Statewide Sweepers  
Amendment No. 1**

Dear Sir/Ms:

Please make the following changes to the Bid Documents.

REMOVE the existing "Schedule of Items" one page total and REPLACE with the new updated "Schedule of Items" dated March 12, 2007 one page total.

REMOVE the existing "Contract Agreement, Offer & Award" three pages total, two sets and REPLACE with the attached updated "Contract Agreement, Offer & Award" three pages total, two sets.

REMOVE the existing page two of two from "Special Provision, Street Sweeper/Vacuum Truck" dated February 7, 2007 and REPLACE with the new updated page two of two in "Special Provision, Street Sweeper/Vacuum Truck" dated March 12, 2007.

The following questions have been received.

**Question:** Can I bid a partial contract, say 4 sweepers?

**Response:** See change made earlier in this amendment replacing the "Schedule of Items"



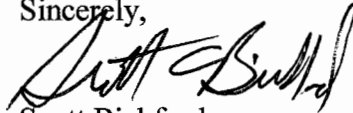
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**Question:** Is this bid renewable for 2008 or 2009?

**Response:** No, The contract will expire on December 31, 2007. The Department anticipates advertising for bids if sweepers are needed in 2008 and 2009, instead of renewing this contract.

Consider these changes and information prior to submitting your bid on March 14, 2007.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford". The signature is written in a cursive style with a large initial "S" and "B".

Scott Bickford

Contracts & Specifications Engineer

**Maine DOT  
SCHEDULE OF ITEMS  
BID PAGE  
Street Sweepers/Vacuum Trucks**

**Contractors may bid one or more items in any or all Regions.**

**Region 1 Scarborough      Starting on April 1<sup>st</sup> through July 31<sup>st</sup>.**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price /month</b>	<b>months</b>	<b>Bid Amount</b>
<b>Mechanical Broom</b>	<b>1</b>		<b>4</b>	
<b>Vacuum Truck</b>	<b>1</b>		<b>4</b>	

**Region 2 Augusta      Starting on April 16<sup>th</sup> through July 15<sup>th</sup>.**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price/ month</b>	<b>months</b>	<b>Bid Amount</b>
<b>Vacuum Truck</b>	<b>2</b>		<b>3</b>	

**Region 3 Dixfield      Starting on April 1<sup>st</sup> through May 31<sup>st</sup>.**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price/ month</b>	<b>months</b>	<b>Bid Amount</b>
<b>Mechanical Broom</b>	<b>2</b>		<b>2</b>	

**Region 4 Bangor      Starting on April 1<sup>st</sup> through Aug. 31<sup>st</sup>.**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price/ month</b>	<b>months</b>	<b>Bid Amount</b>
<b>Vacuum Trucks</b>	<b>2</b>		<b>5</b>	

## **CONTRACTOR AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract for the **STREET SWEEPERS/VACUUM TRUCKS in (4) REGIONS**. The Work includes sweepers/vacuum trucks for use in construction and maintenance as provided in the Contract, providing preventative maintenance on a scheduled basis, service calls when needed and other incidental work.

The Contractor shall be responsible for furnishing all equipment, tools supplies, service personnel, permanent materials and temporary materials required to perform the Work indicated in the Contract and all required documentation.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **DECEMBER 31, 2007**.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

\_\_\_\_\_ \$\_\_\_\_\_.

### **D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Division 100 Section of the Standard

Specifications, Revision of December 2002, as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the Division 100 of the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for construction of: **STREET SWEEPERS/VACUUM TRUCKS IN (4) REGIONS**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the equipment, tools, supplies, service personnel, permanent materials and temporary materials required to perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative of  
The Contractor)

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Michael E. Burns, Assistant Director  
Bureau of Maintenance and Operations

\_\_\_\_\_  
Witness

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The Contractor shall be responsible for furnishing all equipment, tools supplies, service personnel, permanent materials and temporary materials required to perform the Work indicated in the Contract and all required documentation.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

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The Contractor agrees to complete all Work, except warranty work, on or before **DECEMBER 31, 2007**.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

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Specifications, Revision of December 2002, as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

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The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department



IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative of  
The Contractor)

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Michael E. Burns, Assistant Director  
Bureau of Maintenance and Operations

\_\_\_\_\_  
Witness

**SPECIAL PROVISION**  
**STREET SWEEPER/VACUUM TRUCK**

The Department reserves the right, at any time of delivery, to inspect the machine and reject because of condition. In the case of repetitive breakdowns, the vendor will have the option to replace the machine with another unit or the lease on that unit.

Street Sweepers will be measured per machine by the month. The first service call per sweeper/vacuum truck is included and will be considered incidental to the street sweepers. Scheduled maintenance and repairs will be considered incidental to the street sweepers. In the event that a machine is returned early or extended the adjusted price will be the unit price given in the Schedule of Items calculated monthly or weekly on the basis of a four week month.

Street Sweepers will be paid for at the contract unit price each which price shall be full compensation for all labor, equipment, material and incidentals necessary to perform the work in accordance with these specifications.

The Department will pay for Extra Work such as damage repair or additional service calls by written Contract Modification in accordance with Section 109.7 Equitable Adjustments to Compensation and 109.8 Contract Modification.