



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

May 20, 2011
Subject: **Supply Backhoes/Loaders**
State Pin: 018157.00
Location: Region 5
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book, (page 11), **REMOVE** "SCHEDULE OF ITEMS", 1 page, dated 110509 and **REPLACE** with the attached new "SCHEDULE OF ITEMS", 1 page, dated 110520.

In the Bid Book, (pages 12-17), **REMOVE** "CONTRACT AGREEMENT, OFFER AND AWARD", 2 copies, 3 pages each and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER AND AWARD", 2 copies, 3 pages each.

In the Bid Book, SPECIAL PROVISIONS, Backhoe/Loader Region 5 (page 21), **DELETE** the following words "Each machine will come with a quick change digging and ditching/clean up bucket. Each machine will come with a jaw type digging bucket. Each machine will come with a wrist action adapter." and **REPLACE** them with the words "**Each machine will come with these backhoe attachments: Wain-Roy Swinger style quick change attachment system that rotates up to a total of 90 degrees, 45 degrees each side of center, 4' wide ditching bucket and Contractor style toothed bucket that has the ability to open and close the jaw hydraulically.**" Make this change in pen and ink.

In the Bid Book, SPECIAL PROVISIONS, Backhoe/Loader Region 5, (page 21), **DELETE** the sentence beginning "Each machine will come with a valid State of Maine inspection sticker..." and **REPLACE** the sentence with the words "**Each machine will have a valid State of Maine inspection sticker for the duration of the rental.**" Make this change in pen and ink.

In the Bid Book, SPECIAL PROVISIONS, Backhoe/Loader Region 5, Schedule (page 22), **CHANGE** the first sentence to read as follows: "**The Contractor shall provide equipment from July 1, 2011 through June 30, 2013.**" Make this change in pen and ink.

In the Bid Book, SPECIAL PROVISIONS, Backhoe/Loader Region 5, (page 21), at the end of the sentence that reads "Region 5 - Two backhoe/loaders will come equipped with



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adaptable pallet forks.” **ADD** the following sentence “**Units #2 and #3 will come equipped with forks**”. Make this change in pen and ink.

The following question has been received:

Question: Quantities

Region 3 – 4 machines total, none require forks.
Region 5 – 3 machines total, 2 with quick coupler and forks.
Region 2 – 5 machines total, 2 with quick coupler and forks.
Quantity = 12 machines, is that correct?
24” D19 Bucket and 24” Jaw type digging BKT? Do you need both?

Response:

Region 2 - 5 machines, each for 24 Calendar Months
See changes made earlier in this amendment
All 5 machines have optional quick coupler and forks which are bid as separate items. Bidder must bid all items, but the award is based on section 0001.
Bid under separate contract

Region 3 - 4 machines, each for 24 Calendar Months
See changes made earlier in this amendment
None require forks
Bid under separate contract

Region 5 - 3 machines, each for 24 Calendar Months, Machines #2 and #3 have forks. Payment is included in machine bid price.
See changes made earlier in this amendment

A month is defined as a time lasting from a date in one calendar month until the same date in the next calendar month. There are 12 Calendar Months in a year. The billing cycles are based on the Calendar Month, not 28 day billing cycles.

Two buckets are required. See changes made earlier in this amendment.

Consider these changes and information prior to submitting your bid on June 1, 2011.

Sincerely,



Scott Bickford
Contracts & Specifications Engineer

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 018157.00

PROJECT(S): 018157.00

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	631.60 EQUIPMENT RENTAL (BY MONTH) BACKHOE/LOADER - REGION 5 - NO. 1	CM	24.000			
0020	631.60 EQUIPMENT RENTAL (BY MONTH) BACKHOE/LOADER - REGION 5 - NO. 2	CM	24.000			
0030	631.60 EQUIPMENT RENTAL (BY MONTH) BACKHOE/LOADER - REGION 5 - NO. 3	CM	24.000			
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT 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 _____

(“Contractor”)

a corporation or other legal entity organized under the laws of the State of _____, 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 **BACKHOE/LOADERS IN REGION 5**, in The State of Maine. The Work includes equipment 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 **June 30, 2013.**

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 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: **BACKHOE/LOADERS in REGION 5**, 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.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the Standard

Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Third: 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rhonda Fletcher, Assistant Director
Bureau of Maintenance and Operations

Witness

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(“Contractor”)

a corporation or other legal entity organized under the laws of the State of _____, 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:

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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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2. The Contractor knows of no legal, contractual, or financial impediment to entering into this 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.

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