

EQUIPMENT
EXCAVATORS

Region 5

2014

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. If a paper Bid is to be sent, “FedEx First Overnight” delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service’s Express Mail has proven not to be reliable.

*If you need further information regarding Bid preparation, call the DOT
Contracts Section at (207) 624-3410.*

*For complete bidding requirements, refer to Section 102 of the Maine Department
of Transportation, Standard Specifications, Revision of December 2002.*

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or David Venner at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN/Title:

Region:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

WIN/Title:

Region:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

WIN/Title:

Region:

Name of Contractor:

October 16, 2001

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: _____

(Date)

(Signature)

(Name and Title Printed)

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Excavators in Region 5" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on April 16, 2014 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Supply Excavators – Multi WIN

Location: In Region 5

Outline of Work: Supply excavators for seasonal use by the Department, not for on call equipment rental used as needed basis.

Basis for award: Section 1 will be awarded to the low bidder for Section 1. Section 3 will be awarded to the low bidder of Section 3. Section 2 must be bid on and may be awarded to the successful bidder for Section 1.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to Gail Iler at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Presque Isle. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bonds, performance bonds or payment bond required.

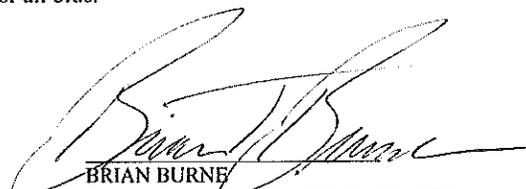
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
March 26, 2014


BRIAN BURNE
HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 020116.53

Project(s): 020116.53, 020116.54

SECTION: 1 EXCAVATORS REGION 5, TRACK

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-1 TRACK 25,000 - 32,000	4.000 CM	_____	 _____	_____	 _____
0020	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-2, TRACK, 40,000 - 45,000	4.000 CM	_____	 _____	_____	 _____
0030	910.30 SPECIAL WORK #5-1, TRANSPORTATION, PER UNIT, PER YEAR	1.000 EA	_____	 _____	_____	 _____
0040	910.30 SPECIAL WORK #5-2, TRANSPORTATION, PER UNIT, PER YEAR	1.000 EA	_____	 _____	_____	 _____
Section: 1			Total:		_____	 _____

SECTION: 2 EXCAVATORS REGION 5, TRACK - OPTIONAL EQUIPMENT

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0050	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-2, ELECTIVE OPTION, EXCAVATOR MOUNTED VIBRATORY PILE DRIVER	4.000 CM	_____	 _____	_____	 _____
Section: 2			Total:		_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 020116.53

Project(s): 020116.53, 020116.54

SECTION: 3

EXCAVATORS REGION 5, WHEELED

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0060	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-3 WHEELED, 35,000 - 45,000	4.000 CM	_____	_____	_____	_____
0070	910.30 SPECIAL WORK #5-3, TRANSPORTATION, PER UNIT, PER YEAR	1.000 EA	_____	_____	_____	_____
Section: 3			Total:		_____	_____
			Total Bid:		_____	_____

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

Section 1 - _____
\$ _____

Section 2 - _____
\$ _____

Section 3 - _____
\$ _____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details 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 Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for EXCAVATORS 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 materials, tools, equipment and labor to construct the whole of 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 and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis 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 for (see checked boxes):

- Section 1
- Section 2

The contract amount is _____.

- Section 3

The contract amount is _____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

Witness

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, **EXCAVATORS** in **REGION 5**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

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 **November 30, 2014**.

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

Section 1 - _____
\$ _____

Section 2 - _____
\$ _____

Section 3 - _____
\$ _____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details 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 Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for EXCAVATORS 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 materials, tools, equipment and labor to construct the whole of 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 and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis 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 for (see checked boxes):

- Section 1
- Section 2

The contract amount is _____.

- Section 3

The contract amount is _____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

Witness

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 (Name of the firm bidding the job) (Contractor) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

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, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of South Nowhere, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

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 November 15, 2006.

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

Section 1 - (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10)_____.

Section 2 - (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10)_____.

Section 3 - (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10)_____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. 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, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), 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 site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay,

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 materials, tools, equipment and labor to construct the whole of 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 and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

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

Sixth: 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 Here) Date (Sign Here)
(Signature of Legally Authorized Representative of the Contractor)

(Witness Sign Here) Witness (Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

- Section 1
- Section 2
- The contract amount is _____.
- Section 3
- The contract amount is _____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

(Witness)

SPECIAL PROVISION
SECTIONS 102 BIDDING
& 103 AWARD & CONTRACTING
(Basis of Award)

This Contract is to supply excavators for seasonal use by the Department in Region 5 as specified in this contract and is not to be used for on call equipment rental on an as needed basis.

Bidders are to submit the completed technical specification sheet checklists and vehicle descriptions with their bid.

Bidders are not required to bid all sections. For each Section bid, Bidders are required to bid all pieces of equipment in that section. For each Piece of Equipment bid, Bidders are required to bid all required and elective options. Therefor Bidders submitting bids for Section 1 must also include bids for Section 2.

The basis for award for Sections 1 and 3 will be the lowest responsive bid for the equipment and the required options for each Section as determined by the Department. Sections 1 and 3 will be awarded separately based on the respective bids for Sections 1 and 3.

Elective Options (Section 2) are Items that must be bid on by the bidder, but may or may not be awarded based on the bid prices and each regions needs. Section 2 will not be included in the determination of the lowest bid for the Section 1 but will be awarded to the successful bidder for Section 1.

Work will be awarded under these agreements according to the following process: The Apparent Low Bidder for the particular Section (1or 3) will have first option to furnish the equipment. If this Bidder is unable to furnish the equipment, then the Department will contact the Bidder that submitted the next lowest bid to see if that Bidder will furnish all of the equipment for the Section combination and subsequent Bidders in ascending order of the amount of their bids, until a Bidder agrees to furnish the equipment for a Section.

If the Department increases quantities or a Contractor is unable to furnish equipment contracted under these agreements, Work will be awarded under these agreements according to the following process: The Bidder with the Contract for that Section (1 or 3) will have first option to furnish the equipment. If this Bidder is unable to furnish the equipment, then the Department will contact the Bidder that submitted lowest bid for the particular Equipment to see if that Bidder will furnish the equipment. If this Bidder is unable to furnish the equipment, then the Department will contact the Bidder that submitted the next lowest bid to see if that Bidder will furnish the equipment and

subsequent Bidders in ascending order of the amount of their bids, until a Bidder furnish the equipment.

SPECIAL PROVISIONS EXCAVATORS

Schedule The Contactor shall provide equipment in accordance with the dates shown below.

SECTION 1, EXCAVATORS REGION 5, TRACK			
SECTION 2, EXCAVATORS REGION 5, TRACK - OPTIONAL EQUIPMENT			
Region	Item # and Description	Dates	Quantity
5	EXCAVATOR TRACK, 25,000-32,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-1 REQUIRED: DITCHING/CLEAN OUT BUCKET WRIST ACTION FRONT DOZER BLADE	6/9/2014 – 10/2/2014 4 mo/yr, 1 yr =4 CM per exc	1 Excavator
5	EXCAVATOR TRACK, 40,000-45,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-2 REQUIRED: DITCHING/CLEAN OUT BUCKET WRIST ACTION	6/9/2014 – 10/2/2014 4 mo/yr, 1 yr = 4 CM per exc	1 Excavator
	ELECTIVE OPTION: Excavator Mounted Vibratory Pile Drivers for Sheet pile		
SECTION 3, EXCAVATORS REGION 5, WHEELED			
Region	Item # and Description	Dates	Quantity
5	EXCAVATOR WHEELED, 35,000-45,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-3 REQUIRED: DITCHING/CLEAN OUT BUCKET WRIST ACTION REAR DOZER BLADE AND FRONT OUTRIGGERS OR FRONT AND REAR OUTRIGGERS	6/9/2014-10/2/2014 4 mo/yr, 1 yr = 4 CM per exc	1 Excavator

General The Department reserves the right, at the time of delivery, to inspect the equipment and reject because of condition. In the case of repetitive breakdowns during operation, the Contractor will have the option to replace the equipment with another equivalent unit.

The Contractor shall perform all repairs, service and scheduled maintenance, except damage caused by the Department. All costs for labor, equipment and materials required to perform the work will not be paid for directly, and will be considered incidental to the Equipment Rental pay item(s). The Department will provide fuel, oil and grease. If a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by the Department, the Contractor will make sufficient repairs within three working days of the initial call by the Department. For those repairs taking longer than 3 working days, a replacement piece of equivalent equipment with temporary registration shall be provided, if possible. For each piece of equipment requiring repairs due to normal operation and unable to operate safely more than 3 working days during the month, the Contractor may furnish a replacement with temporary registration or if a replacement is not furnished, the Department may choose to extend the return date by an equivalent duration or choose to receive a credit. The credit will be deducted from the monthly rental for the number of days, in excess of one, that the equipment was unable or unsafe to operate computed at the Unit Price per month per each given in the Schedule of Items calculated in accordance with section "Measurement and Payment" below.

Optional Equipment The Department is considering the use of optional equipment. The Department has reserved the option to accept or reject the bid price for the optional equipment. If the Department rejects the bid price for the above-mentioned work, it shall be omitted from the contract in its entirety and the Contractor will fulfill the contract in accordance with the contract documents. If the Department accepts the bid price, the Contractor shall include the optional equipment in the schedule in accordance with contract documents.

Changes The Department may return Equipment early, extend the duration, increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. The Contractor shall be paid for actual quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

Measurement and Payment Equipment Rental and required attachments and optional attachments will be measured per machine by the month which shall be payment in full for furnishing equipment and all materials, labor and equipment to satisfactorily perform repairs, service and scheduled maintenance. A month is defined as a time lasting from a date in one calendar month until the same date in the next calendar month. The initial day of the month will be the day of the month on which each piece of Equipment was delivered and will be considered the billing start date. In the event that the Department has a piece of equipment for a period that cannot be measured in whole months, the portion of the month will be measured in accordance with the table below.

Portion	Measurement	Payment
1 – 7 days	0.25	(0.25)(monthly unit bid price)
8 – 14 days	0.50	(0.50)(monthly unit bid price)
15 – 21 days	0.75	(0.75)(monthly unit bid price)
22 – 31 days	1.0	(1.0)(monthly unit bid price)

If the Contractor delivers a piece of equipment later than the scheduled date, the Department at its choice may extend the return date to get the full period or reduce payment by the time not in possession. If the Contractor fails to pick up a piece of equipment as scheduled, the additional time will not be measured for payment.

The Contractor shall deliver the equipment and pick the equipment up from Region 5. The Contractor shall contact the Region a minimum of two (2) days prior to delivery for delivery coordination. The Contractor shall deliver the equipment only during the following times: Monday through Friday, 7:00 AM through 3:00 PM except deliveries may not be made on holidays. Delivery to the Region will paid under Item 910.30 Special Work, Transportation.

The accepted quantities of Equipment Rental will be paid for at the contract Unit Price for each type of equipment per month per each for each month furnished plus the portion payment as shown on the table above. Payment shall be full compensation for all labor, equipment, material and incidentals necessary to perform the work in accordance with these specifications.

The accepted quantities of Elective Options will be paid for at the contract unit price per each per month which price shall be full compensation for all labor, equipment, material and incidentals necessary to perform the work in accordance with these specifications. Optional equipment will be paid at the Unit Price per month per each for each month furnished plus the portion payment as shown on the table above.

The accepted quantities of Item 910.30 Special Work, Transportation will be paid for at the contract Lump Sum Unit Price per piece of equipment per year for delivery and pickup and which price shall be full compensation for all labor, equipment, material and incidentals necessary to move the equipment and all associated options and perform the work in accordance with these specifications. One half of the lump sum bid price for Item 910.30 Special Work, Transportation will be paid following delivery of each excavator and one half of the lump sum bid price will be paid following pickup. Transportation locations for delivery and pickup are listed below.

Region	Location	Size
5	1-2 Evergreen Parkway Caribou, ME	All Equipment

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
631.60 Equipment Rental (by Month)	Calendar Month
910.30 Special Work, Transportation	EA

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The following abbreviations must be used by interested Bidders:

X Meeting Specification
N/A Not Available
DI Dealer Installed
AE Approved equal process

SPECIAL PROVISIONS

TRACK EXCAVATOR: 25,000 – 32,000

- This work consists of providing all equipment, preventative maintenance on a scheduled basis, when needed.
- Service calls must not be included in the bid and will be handled separately.

The excavator specifications and terms are as follows:

Tracked Excavators:

- ___ Operating weight must be not less than 25,000 pounds and not more than 32,000 pounds
- ___ Digging depth minimum of 16’
- ___ Horsepower must have a minimum of 80hp.
- ___ Excavators must be no older than (5) five years nor have more than 3000 hours.
- ___ Each excavator must come with a minimum 30” inch digging bucket with teeth.
- ___ The tailswing must not extend more than three feet beyond the outside edge of the track in any direction for excavators furnished Region 5.
- ___ Excavator transport width must not exceed 8’6”.

- ___ Excavators must have air conditioning, and strobe light.
- ___ Buckets must have a OSHA approved lift hook or lift loop on all buckets.
- ___ Excavators must be equipped with street pads.
- ___ Excavators must be equipped with pilot controls and pattern select.
- ___ 60” Ditching/Clean out bucket
- ___ Wrist action
- ___ Front Blade
- ___ Equipment must be equipped with a built-in electrical-disconnect switch that cuts off all electrical power to the machine and can be locked in the "off" position.
- ___ The Contractor must provide to the Department, a completed Lessor’s certificate a minimum of 3 weeks prior to delivery.

The Department will provide the following:

- Insurance.
- Daily fuel, oil and grease.

Vehicles Description must be included with the bid package:

Lease Term and Quantity: see Schedule of Items and Special Provision Excavator

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The following abbreviations must be used by interested Bidders:

X Meeting Specification
N/A Not Available
DI Dealer Installed
AE Approved equal process

SPECIAL PROVISIONS

TRACK EXCAVATOR: 40,000 – 45,000

- This work consists of providing all equipment, preventative maintenance on a scheduled basis, when needed.
- Service calls must not be included in the bid and will be handled separately.

Tracked Excavators:

The excavator specifications and terms are as follows:

- ___ Operating weight must be not less than 40,000 pounds and not more than 45,000 lbs.
- ___ Digging depth minimum of 18’.
- ___ Horsepower must have a minimum of 100hp.
- ___ Excavators must be no older than (5) five years nor have more than 3000 hours.
- ___ Each excavator must come with a minimum 36” inch digging bucket with teeth.
- ___ The tailswing must not extend more than three feet beyond the outside edge of the track in any direction for excavators furnished for Region 5.
- ___ Excavator transport width must not exceed 8’6”.
- ___ Excavators must have air conditioning, and strobe light.

- Buckets must have a OSHA approved lift hook or lift loop on all buckets.
- Excavators must be equipped with street pads.
- Excavators must be equipped with pilot controls and pattern select.
- Ditching/Clean out bucket (60" or larger)
- Wrist action
- Hammer ready
- Equipment must be equipped with a built-in electrical-disconnect switch that cuts off all electrical power to the machine and can be locked in the "off" position.
- The Contractor must provide to the Department, a completed Lessor's certificate a minimum of 3 weeks prior to delivery.

The Department will provide the following:

Insurance.

Daily fuel, oil and grease.

Options for a tracked excavator priced separately than equipment listed above:

Options:

Excavator Mounted Vibratory Pile Driver for Sheet Pile

Vehicles Description must be included with the bid package:

Lease Term and Quantity: see Schedule of Items and Special Provision
Excavator

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The following abbreviations must be used by interested Bidders:

X Meeting Specification
N/A Not Available
DI Dealer Installed
AE Approved equal process

SPECIAL PROVISIONS

WHEELED EXCAVATOR: 33,000 – 45,000

- This work consists of providing all equipment, preventative maintenance on a scheduled basis, when needed.
- Service calls must not be included in the bid and will be handled separately.

The excavator specifications and terms are as follows:

Wheeled Excavator:

- ___ Operating weight must be not less than 35,000 pounds and not more than 45,000 pounds.
- ___ Digging depth minimum of 18’
- ___ Horsepower must have a minimum of 110hp.
- ___ Excavators must be no older than (5) five years nor have more than 3000 hours.
- ___ Each excavator must come with a minimum $\frac{3}{4}$ yard digging bucket with teeth.
- ___ Excavators must have air conditioning, number plate bracket and strobe light.
- ___ Buckets must have an OSHA approved lift hook or lift loop on all buckets.
- ___ Excavators must be equipped with pilot controls and pattern select.

- ___ Ditching/Clean out bucket (60" or larger)
- ___ Wrist action
- ___ Rear Dozer Blade and front outriggers or front and rear outriggers
- ___ Equipment must be equipped with a built-in electrical-disconnect switch that cuts off all electrical power to the machine and can be locked in the "off" position.
- ___ The Contractor must provide to the Department, a completed Lessor's certificate a minimum of 3 weeks prior to delivery.
- ___ Equipment shall have temporary registrations valid until the Department can get the equipment registered.
- ___ Each machine must have a valid State of Maine inspection sticker for the duration of the rental

The Department will provide the following:

- Insurance.
- Daily fuel, oil and grease.

Vehicles Description must be included with the bid package:

Lease Term and Quantity: see Schedule of Items and Special Provision Excavator

SPECIAL PROVISIONS
SPECIAL PROVISIONS SECTION 102
BIDDING

102.1.1 Basic Requirements Change the first sentence from: "... (A) comply with the Prequalification Procedure adopted by the department, (B) not have been debarred or suspended from Bidding, and (C) not be in Default with respect to any outstanding Contract with the Department..." to "(A) not have been debarred or suspended from Bidding, and (B) not be in Default with respect to any outstanding Contract with the Department..."

102.6 Bid Guaranty Delete the entire section 102.6

102.7.1 Location and Time Add the following sentence "As a minimum, the Bidder will submit a bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendment form, the complete Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form and any Certifications or Bid Requirements listed in the Bid Book.

SPECIAL PROVISIONS SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: "After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the Bidder is responsible and qualified to perform the Work".

Delete the entire section 103.4 Notice of Award and replace with the following:

The Department has 30 days following the Bid Opening to notify the Apparent Low Bidder of the Intent to Award and any pre-execution conditions or to execute the Contract.

130.5.1 Performance and Payment Bonds Delete the entire section 103.5.1

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

The properly completed and signed Contract Agreement, Offer, & Award form provided with the Bid constitutes the Bidder's offer. Once the department has received any other pre-award items required, the Department will sign the Contract Agreement, Offer, & Award form and execute the Contract. The point of Contract execution is when the Contractor receives the Notice of Award.

SPECIAL PROVISION SECTION 108
PAYMENT

108.3 Retainage Delete the entire section 108.3.

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.