

EQUIPMENT
LOADER & BACKHOE

Oakfield, 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**

Scaled Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Loader & Backhoe** delivered to **Oakfield**" 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 June 4, 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 loader & backhoe

Location: Delivered to Oakfield

Outline of Work: Supply a loader and a backhoe for seasonal use by the Department.

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.

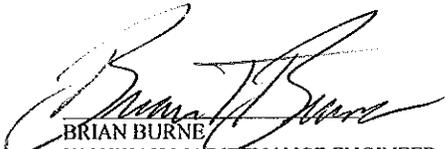
Each Bid must be made upon blank forms provided by the Department.

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
May 21, 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: 020116.56

Project(s): 020116.56

SECTION: 1 ITEMS

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) WHEEL LOADER #5-A, 23,000 - 27,000	10.500 CM	_____	 _____	_____	 _____
0020	631.60 EQUIPMENT RENTAL (BY MONTH) BACKHOE/LOADER #5-B, 16,000 - 20,000	13.000 CM	_____	 _____	_____	 _____
0030	910.30 SPECIAL WORK #5-3, TRANSPORTATION, PER UNIT, PER YEAR	4.000 EA	_____	 _____	_____	 _____
Section: 1			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, **LOADER & BACKHOE**, in **OAKFIELD, 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 **May 31, 2016**.

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 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 and Contract Agreement contained herein for **LOADER & BACKHOE**, in **OAKFIELD, 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. 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, **LOADER & BACKHOE**, in **OAKFIELD, 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 **May 31, 2016**.

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 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 and Contract Agreement contained herein for **LOADER & BACKHOE**, in **OAKFIELD, 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. 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 (Place bid here in alphabetical form such as One Hundred and Two dollars and \$ (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, , 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 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.

SAMPLE

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

(Witness)

SPECIAL PROVISION
SECTION 108
PAYMENT
(Payment)

Payment

The Department will pay the Contractor monthly for the previous month and at the completion of the contract. The Department will estimate the quantities and make payment based upon such estimates and information contained on statements provided by the Contractor. Informational statements shall be submitted by the Contractor to the Department's Contract Administrator for administrative and reconciliation purposes. Invoices shall include the following minimum information:

Contractor Name, Address & Contract Number
Invoice Date & Number
Billing Period - Start Date and End Date
Region & Location of Equipment
Equipment Description & Serial Number
Unit cost for each unit at the Unit Prices contained in the Contractor's Bid or as
adjusted for a portion of a month in accordance with this contract
Itemized breakdown for Extra Work such as damage repair or service calls agreed to
by written Contract Modification
Total amount due

The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

The Department may withhold payments claimed by the Contractor on account of:

- A. Repetitive Breakdowns
- B. Equipment rejected due to condition
- C. Damage to a third party,
- D. Claims filed or reasonable evidence indicating probable filing of claims,
- E. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- F. Regulatory non-compliance or enforcement,
- G. All other causes that the Department reasonably determines negatively affect the State's interest.

SPECIAL PROVISIONS Loader & Backhoe

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

Region	Item # and Description	Dates	Quantity
5	WHEEL LOADER 23,000 – 27,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) WHEELED LOADERS #5-A REQUIRED: TRANSPORTATION – PICKUP & DELIVERY	6/17/2014 – 10/31/2014 (Delivery requested sooner for June 2014) 5/1/2015 – 10/31/2015 4 1/2 mo, for 2014 6 mo for 2015 = 10 1/2 CM	1 Loader
5	BACKHOE/ LOADER 16,000-20,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) BACKHOE/LOADERS #5-B REQUIRED OPTIONS: TRANSPORTATION – PICKUP & DELIVERY	11/1/2014 – 4/30/2015 11/1/2015 – 5/31/2016 6 mo for 14-15 7 mo for 15-16 =13 CM	1 Backhoe

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.

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 be 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 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 piece of equipment 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
5	MaineDOT Maintenance Lot, Oakfield, 239 Oakfield/Smyrna Road

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:

Pay Item

Pay Unit

631.60 Equipment Rental (by Month)
910.30 Special Work, Transportation

Calendar Month
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

Wheeled Loader 23,000-27,000

- 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 equipment specifications and terms are as follows:

Wheeled Loader

- Horsepower not less than 125hp and not more than 145hp
- Operating weight not less than 23,000 pounds and not more than 27,000 pounds.
- The Loaders will be no older than (3) three years and have more than 1600 hours at the time of initial delivery
- Front bucket minimum capacity 2.5 cubic yards.
- Four wheel drive required.
- Loaders must be articulating.
- Dump clearance at 45° bucket angle minimum 8’6”
- Bucket must come with a bolt on cutting edge.

- ___ Buckets must have OSHA approved Lift hook or Lift loop furnished on front bucket
- ___ Loaders must have air conditioning, strobe light and number plate bracket.
- ___ The Contractor shall provide to the Department, a completed Lessor's certificate a minimum of 3 weeks prior to delivery.
- ___ Loaders must have temporary registrations valid until the Department can get the Loader registered.
- ___ Each machine must have a valid State of Maine inspection sticker for the duration of the rental

The Department will provide the following:

Registration and insurance.
Daily fuel, oil and grease.

Options for a Loader priced separately than equipment listed above:

Options for a Loader:

- ___ Bucket mounted loader forks 48" inch
- ___ Bucket mounted loader forks 60" inch
- ___ High lift loader arms for minimum dump clearance at 45° bucket angle 9' 6"
- ___ Transportation

Vehicles Description must be included with the bid package:

Lease Term and Quantity: see Schedule of Items.

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

Backhoe / Loader 16,000-20,000 (weight range is for base model)

- 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 equipment specifications and terms are as follows:

Backhoe/Loader

- ___ Horsepower not less than 90hp and not more than 105hp
- ___ Operating weight not less than 16,000 pounds and not more than 20,000 pounds.
- ___ Backhoe must have a minimum digging depth of 14’
- ___ Backhoe/loaders will be no older than (3) three years nor have more than 1600 hours at time of initial delivery.
- ___ Four wheel drive required.
- ___ Dump clearance at 45° bucket angle minimum 8’6”
- ___ Backhoes must come equipped with pilot controls with pattern select.

- ___ Buckets must come with a quick change digging bucket, minimum of 24” and a maximum of 28” with teeth.
- ___ Front bucket minimum capacity 1.3 cubic yard.
- ___ Backhoe/loaders must have air conditioning, strobe lights and number plate bracket.
- ___ Buckets must have OSHA approved Lift hook, three (3) 3000 lb. rated lifting hooks furnished on the top of the front bucket one on each end and one in the middle.
- ___ Each machine must have interior mounted rear view mirror and two exterior side mirrors.
- ___ Each machine must have windshield washer.
- ___ The Contractor shall provide to the Department, a completed Lessor’s certificate a minimum of 3 weeks prior to delivery.
- ___ Backhoe/Loaders must have temporary registrations valid until the Department can get the Backhoe/Loader registered.
- ___ Each machine must come with a valid State of Maine inspection sticker good through the term of the rental.

The Department will provide the following:

- Registration and insurance.
- Daily fuel, oil and grease.

Options for a Backhoe/Loader priced separately than equipment listed above:

Options for a Backhoe/Loader:

- ___ Wrist action adapter/ Wain Roy Type
- ___ Ditching/clean up bucket with bucket size included
- ___ Jaw type bucket
- ___ Hydraulic Hammer
- ___ Hydraulic Thumb
- ___ Front end loader forks 48” inch
- ___ Front end loader forks 60” inch
- ___ Extendable dipperstick digging depth up to 18’
- ___ Transportation

Vehicles Description must be included with the bid package:

Lease Term and Quantity see Section 2:

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.