REMOTE CONTROL
TRENCH ROLLER

ON CALL EQUIPMENT RENTAL
Without Operator

REGIONS 1, 3, 4 & 5

2016

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

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) two copies of the completed and signed Private Equipment Rental Agreement including completed Appendix A
d) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

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

Bid Enclosed - Do Not Open
Title: Equipment Rental – Remote Control Trench Roller Without Operator
Location: Regions 1, 3, 4 & 5
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
Title: Equipment Rental – Remote Control Trench Roller Without Operator
Location: Regions 1, 3, 4 & 5
Date of Bid Opening:
Name of Contractor:

If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. http://www.maine.gov/mdot/mainedotdirections.htm. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open
Title: Equipment Rental – Remote Control Trench Roller Without Operator
Location: Regions 1, 3, 4 & 5
Name of Contractor:

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, November 2014 Edition.

November 05, 2014
Supersedes September 19, 2012

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 an optional plan holders 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 fill out the on-line plan holder registration form and provide an email address to 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.

NOTICE

Bidders:

Please use the attached "Request for Information" form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI's may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms 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.

When submitting RFIs by Email please follow the same guidelines as stated on the "Request for Information" form and include the word "RFI" along with the Project name and Identification number in the subject line.

State of Maine
Department of Transportation

RFI No: _____

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested for:

WIN(S): _____ Town(s): _____ Bid Date: _____

Question(s):_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by:

Company Name:_____**Phone:(_____)_____**

Email: _____ Fax: (_____)_____

Complete this form and fax to 207-624-3431, Attn: Project Manager (name listed on the "Notice to Contractors"), or Email questions to RFI-Contracts.MDOT@maine.gov, Please include the word "RFI" along with the Project Name and Identification Number in the Subject line, or electronically by using the RFI Tab located on the Individual Projects Detail page.

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/venbid/index.shtml

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 **On Call Remote Control Trench Roller - Equipment Rental without an Operator, Regions 1, 3, 4 & 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 27, 2016** and at that time and place publicly opened and read. Bids will be accepted from all bidders. All responsive bidders must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Remote Control Trench Rollers – Equipment Rental without Operator

Location: In Regions 1, 3, 4 & 5

The Department and each responsive, responsible bidder who meets the requirements and specifications of this proposal may enter into a Contract to provide equipment without operators for use on construction and maintenance work on an as needed basis. The Contractor with the lowest rate for the particular equipment in the equipment category with the appropriate attachments and capabilities for the Region will have first option to furnish the equipment.

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, bid results, and an electronic form for RFI submittal For Project-specific information fax all questions to **Gail Iler** at (207)624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. 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 proposal packages 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 Offices located in Bangor, Dixfield, Presque Isle and Scarborough, Maine. 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, November 2014 Edition", price $10 [$15 by mail], and Standard Details, November 2014 Edition, price $10 [$15 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
April 6, 2016

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)

TEDOCS No. _____

MATS No. _____

MAINE DEPARTMENT OF TRANSPORTATION

On Call Remote Control Trench Roller

Private Equipment Rental Agreement – Without an Operator

☒ Bid Rates

This Private Equipment Rental Agreement (hereinafter referred to as "**Contract**") is entered into by and between the **MAINE DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as "**MaineDOT**"), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, and _____, a corporation or other legal entity (hereinafter referred to as "**Contractor**"). The following attachments are hereby incorporated into this Contract by reference:

Appendix A –Rental Rates for Equipment without an Operator

MaineDOT and the Contractor, hereby agree that the Contractor shall provide the equipment described in Appendix A as requested and directed by MaineDOT and in accordance with the terms and conditions set forth below. This Contract is not a guarantee of work; Equipment shall be hired on an as needed basis during the term of this Contract.

1. **Work & Term. The Contractor agrees to provide the equipment listed in Appendix A.**

   This Contract becomes effective on the date last signed by MaineDOT, and constitutes the earliest date for which work may commence. The term of the Contract will continue until **December 31, 2016**. MaineDOT does not guarantee the use of any of the equipment listed in Appendix A.

2. **Equipment.** The Contractor shall provide for the required registration, inspection and licensing of any equipment.

3. **Standard of Care and Correction of Errors.** If MaineDOT finds the equipment to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the project schedule. If the Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire another Contractor to furnish the equipment.

4. **Contact Information.** All correspondence and reports will be sent to the individual below.

   Contractor: _____

   Attn: _____

   Address: _____

   _____

   _____

   Vendor Code: _____

   Tel#: _____ Cell#: _____ FAX#: _____

   E-mail: _____

5. **Use and Maintenance.** MaineDOT will use due care in the use of the equipment and will maintain it in good working order and condition. Any major maintenance shall be provided by the Contractor.

6. **Risk of Loss or Damage.** MaineDOT assumes all risks of loss, and damage to the equipment that occurs during the term of this agreement, and will arrange for all the necessary repairs and replacements needed to return the equipment to the Contractor in the same condition, less normal wear and tear, that it was in when picked-up/delivered. MaineDOT will only permit licensed, competent employees to operate the equipment.

7. **Rates.** MaineDOT will pay rates at or below the published "Private Equipment Rates" found at www.maine.gov/mdot/csd/laborrates.htm. Rates greater than published rates will only be paid when suitable equipment and operators are not available at or below published rates. Rates for equipment not included in or greater than those published by MaineDOT will be determined by bid and paid at the attached rates in Appendix A in accordance with the process in Section 8. "Assignments". Any rate so determined shall be considered to be unique and therefore, not a basis for making changes in the published rates. Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate, unless otherwise noted. Accepted hours of use and quantities of rental equipment will be determined by the MaineDOT unless the Contractor and the MaineDOT agree to another method of measurement.

8. **Assignments.** For work paid at greater than the published rates, work will be assigned under these agreements according to the following process: The Contractor with the lowest bid for the particular Equipment with the appropriate attachments and capabilities for the Region (the "Assignment") will have first option to furnish the equipment. If this Contractor is unable to accept the Assignment, then the MaineDOT will contact the firm that submitted the next lowest bid to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until an Contractor accepts the Assignment.

9. **Termination and Failure to Perform.** If, an Contractor accepts an assignment and then fails to furnish equipment when required or furnishes unsatisfactory equipment, or fails to meet other contractual requirements, the MaineDOT may issue a written warning. If the Contractor subsequently fails to furnish equipment when required or furnishes unsatisfactory equipment, or fails to meet other contractual requirements, the MaineDOT reserves the right to immediately terminate the Contract by written Notice of Termination. The MaineDOT may terminate this Contract with or without cause upon 7 days written notice.

10. **Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from:

    a. bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement;

    The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.

11. **Representations.** By signing below, the Contractor hereby represents that to the best of the Contractor's knowledge and belief:

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

    b. 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 this Contract.

12. **Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may

agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

13. **Governing Law**. This Contract shall be governed by the laws of the Federal Government and the State of Maine. Contractor shall comply with all applicable federal, state, and local laws, including all applicable OSHA laws and regulations.

14. **Entire Contract.** This Contract consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, &103 and this agreement will be governed by the documents listed above. This document cannot be changed except through the execution of a written modification.

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

Award:

This contract is accepted for (see checked boxes).

Region 1 ☐
Region 3 ☐
Region 4 ☐
Region 5 ☐

For Contractor:

_____
(Print Name)

_____
(Authorized Signature)

_____
(Date)

For Maine Department of Transportation:
(Region Manager, Superintendent or TOM only)

_____
(Region)

_____
(Approval Signature)

_____
(Printed Signature & Title)

_____
(Date)

MAINE DEPARTMENT OF TRANSPORTATION
Rental Rates for Equipment without an Operator
On Call Remote Control Trench Rollers
Appendix A

Contractor Name: _____

Bidders may bid one or more Regions and may bid one or more equipment categories within the Region(s). Each Region/Equipment Category may or may not be awarded by The Department.

Contractors shall attach an Equipment & Rate List containing all of the required information or fill out the form below.

☐ Equipment & Rates Attached

The Department will reject bids if any one of the following occurs:

a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
b) the Bid is not signed (signature line located on Page 3 of Rental Agreement)
c) the unit price for any item is unreadable

Fees must be included in Bid Price (Transportation is described in Special Provision)
Do not make any handwritten changes to the Agreement/Appendix A.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions.

DELIVERED BY CONTRACTOR					
Equipment Type	Equipment Description, Make, Model, etc.	Region(s) or Area(s) and Region	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
PICKED UP BY THE MAINEDOT					
Equipment Type	Equipment Description, Make, Model, etc.	Region(s) or Area(s) and Region	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate

Contracts will be executed for equipment listed in these bid documents. Rates furnished for additional pieces of equipment will not be used by the Department.

TEDOCS No. _____

MATS No. _____

MAINE DEPARTMENT OF TRANSPORTATION

On Call Remote Control Trench Roller

Private Equipment Rental Agreement – Without an Operator

☒ Bid Rates

This Private Equipment Rental Agreement (hereinafter referred to as "**Contract**") is entered into by and between the **MAINE DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as "**MaineDOT**"), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, and _____, a corporation or other legal entity (hereinafter referred to as "**Contractor**"). The following attachments are hereby incorporated into this Contract by reference:

Appendix A –Rental Rates for Equipment without an Operator

MaineDOT and the Contractor, hereby agree that the Contractor shall provide the equipment described in Appendix A as requested and directed by MaineDOT and in accordance with the terms and conditions set forth below. This Contract is not a guarantee of work; Equipment shall be hired on an as needed basis during the term of this Contract.

1. **Work & Term. The Contractor agrees to provide the equipment listed in Appendix A.**

   This Contract becomes effective on the date last signed by MaineDOT, and constitutes the earliest date for which work may commence. The term of the Contract will continue until **December 31, 2016**. MaineDOT does not guarantee the use of any of the equipment listed in Appendix A.

2. **Equipment.** The Contractor shall provide for the required registration, inspection and licensing of any equipment.

3. **Standard of Care and Correction of Errors.** If MaineDOT finds the equipment to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the project schedule. If the Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire another Contractor to furnish the equipment.

4. **Contact Information.** All correspondence and reports will be sent to the individual below.

   Contractor: _____

   Attn: _____

   Address: _____

   _____

   _____

   Vendor Code: _____

   Tel#: _____ Cell#: _____ FAX#: _____

   E-mail: _____

5. **Use and Maintenance.** MaineDOT will use due care in the use of the equipment and will maintain it in good working order and condition. Any major maintenance shall be provided by the Contractor.

6. **Risk of Loss or Damage.** MaineDOT assumes all risks of loss, and damage to the equipment that occurs during the term of this agreement, and will arrange for all the necessary repairs and replacements needed to return the equipment to the Contractor in the same condition, less normal wear and tear, that it was in when picked-up/delivered. MaineDOT will only permit licensed, competent employees to operate the equipment.

7. **Rates.** MaineDOT will pay rates at or below the published "Private Equipment Rates" found at www.maine.gov/mdot/csd/laborrates.htm. Rates greater than published rates will only be paid when suitable equipment and operators are not available at or below published rates. Rates for equipment not included in or greater than those published by MaineDOT will be determined by bid and paid at the attached rates in Appendix A in accordance with the process in Section 8. "Assignments". Any rate so determined shall be considered to be unique and therefore, not a basis for making changes in the published rates. Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate, unless otherwise noted. Accepted hours of use and quantities of rental equipment will be determined by the MaineDOT unless the Contractor and the MaineDOT agree to another method of measurement.

8. **Assignments.** For work paid at greater than the published rates, work will be assigned under these agreements according to the following process: The Contractor with the lowest bid for the particular Equipment with the appropriate attachments and capabilities for the Region (the "Assignment") will have first option to furnish the equipment. If this Contractor is unable to accept the Assignment, then the MaineDOT will contact the firm that submitted the next lowest bid to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until an Contractor accepts the Assignment.

9. **Termination and Failure to Perform.** If, an Contractor accepts an assignment and then fails to furnish equipment when required or furnishes unsatisfactory equipment, or fails to meet other contractual requirements, the MaineDOT may issue a written warning. If the Contractor subsequently fails to furnish equipment when required or furnishes unsatisfactory equipment, or fails to meet other contractual requirements, the MaineDOT reserves the right to immediately terminate the Contract by written Notice of Termination. The MaineDOT may terminate this Contract with or without cause upon 7 days written notice.

10. **Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from:

    a. bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement;

    The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.

11. **Representations.** By signing below, the Contractor hereby represents that to the best of the Contractor's knowledge and belief:

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

    b. 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 this Contract.

12. **Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may

agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

13. **Governing Law**. This Contract shall be governed by the laws of the Federal Government and the State of Maine. Contractor shall comply with all applicable federal, state, and local laws, including all applicable OSHA laws and regulations.

14. **Entire Contract.** This Contract consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, &103 and this agreement will be governed by the documents listed above. This document cannot be changed except through the execution of a written modification.

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

Award:

This contract is accepted for (see checked boxes).

Region 1 ☐
Region 3 ☐
Region 4 ☐
Region 5 ☐

For Contractor:

_____
(Print Name)

_____
(Authorized Signature)

_____
(Date)

For Maine Department of Transportation:
(Region Manager, Superintendent or TOM only)

_____
(Region)

_____
(Approval Signature)

_____
(Printed Signature & Title)

_____
(Date)

MAINE DEPARTMENT OF TRANSPORTATION
Rental Rates for Equipment without an Operator
On Call Remote Control Trench Rollers
Appendix A

Contractor Name: _____

Bidders may bid one or more Regions and may bid one or more equipment categories within the Region(s). Each Region/Equipment Category may or may not be awarded by The Department.

Contractors shall attach an Equipment & Rate List containing all of the required information or fill out the form below.

☐ Equipment & Rates Attached

The Department will reject bids if any one of the following occurs:

a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
b) the Bid is not signed (signature line located on Page 3 of Rental Agreement)
c) the unit price for any item is unreadable

Fees must be included in Bid Price (Transportation is described in Special Provision)
Do not make any handwritten changes to the Agreement/Appendix A.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions.

DELIVERED BY CONTRACTOR					
Equipment Type	Equipment Description, Make, Model, etc.	Region(s) or Area(s) and Region	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
PICKED UP BY THE MAINEDOT					
Equipment Type	Equipment Description, Make, Model, etc.	Region(s) or Area(s) and Region	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate

Contracts will be executed for equipment listed in these bid documents. Rates furnished for additional pieces of equipment will not be used by the Department.

SPECIAL PROVISIONS
EQUIPMENT RENTAL
REMOTE CONTROL TRENCH ROLLER

This work shall consists of furnishing equipment and when required, delivering and retrieving equipment.

The Department and each responsive, responsible bidder who meets the requirements and specifications of this proposal may enter into a Contract to provide equipment without operators for use on construction and maintenance work on an as needed basis. The Contractor with the lowest rate for the equipment in the equipment category with the appropriate attachments and capabilities will have first option to furnish the equipment.

Equipment The equipment specifications and terms are as follows:

TRENCH ROLLERS, 0 – 1 TONS

- Remote Roller shall be equipped with double steel drums
- Remote control operation
- Hydrostatic drive and steering
- Drum scrapers (1 per drum)
- Mounted lifting hook
- Gradeability 45%

TRENCH ROLLERS, 1.01 – 2 TONS

- Remote Roller shall be equipped with double steel drums
- Remote control operation
- Hydrostatic drive and steering
- Drum scrapers (1 per drum)
- Mounted lifting hook
- Gradeability 45%

TRENCH ROLLER, 2.01 – 3 TONS

- Remote Roller shall be equipped with double steel drums
- Remote control operation
- Hydrostatic drive and steering
- Drum scrapers (1 per drum)
- Mounted lifting hook
- Gradeability 45%

Areas and Regions – The Northern Region is broken into 3 geographic areas.

Area 1 – Northern Aroostook Area – Includes areas assigned to crews in Fort Kent, Madawaska, Van Buren and all outlying towns in this area.

Area 2 – Central Aroostook Area – Includes areas assigned to crews in Caribou, Presque Isle, Houlton and all outlying towns in this area.

Area 3 – Southern Area – Includes areas assigned to crews in Topsfield, Medway, Oakfield and all outlying towns in this area.

Schedule. The Contactor shall provide equipment, as needed by the MaineDOT. The MaineDOT will usually notify the Contractor at least 24 hours prior to scheduled contract work.

Performance. The MaineDOT reserves the right, at the time of delivery, to inspect the equipment and reject because of condition, and the Contractor will have the option to replace the equipment with another acceptable, equivalent unit or the MaineDOT will assign the Work to another Contractor. 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). 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 rate per month in accordance with section "Measurement and Payment" below.

If, a Contractor furnishes unsatisfactory equipment, the MaineDOT may issue a written warning. If the Contractor subsequently furnishes unsatisfactory equipment, the MaineDOT reserves the right to immediately terminate the Contract by written Notice of Termination.

Measurement and Payment. The MaineDOT will measure and pay for equipment rental at the units and rates determined in Appendix A of the "Private Equipment Rental Agreement". Time spent servicing and maintaining will not be measured for payment. Time spent moving to and from the site, will not be measured and paid for as equipment rental, but will be paid as mobilization. The MaineDOT will pay for Mobilization at a rate negotiated after work is established but prior to beginning any work. The Mobilization rate shall be included when determining lowest rental rate

The MaineDOT will pay for accepted quantities of equipment at the contract unit price. There will be no limit on hours nor additional payment for overtime.

Delivery. When the equipment is bid "Delivered by Contractor", the Contractor shall deliver the equipment and pick the equipment from MaineDOT site specified when the work is

assigned and mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate.

Bidding. As a minimum, the Bidder will submit a bid Package consisting of the following:

(1) the completed Appendix A or a separate equipment and rate list that contains all of the information required to complete Appendix A, and
(2) 2 copies of the completed and signed Private Equipment Rental Agreement – Without an Operator form, and
(3) any other Bid Requirements listed in the Bid Documents.

Award and Contracting After Bid Opening and as a condition for Award of a Contract, the MaineDOT may require an Apparent Successful Bidder to demonstrate to the MaineDOT's satisfaction that the Bidder is responsible and qualified to perform the Work and that the equipment is acceptable to the MaineDOT.

The properly completed and signed Private Equipment Rental Agreement – Without an Operator form provided with the Bid constitutes the Bidder's offer. Once the MaineDOT has received any other pre-award items required, the MaineDOT will sign the Private Equipment Rental Agreement – Without an Operator form and execute the Contract.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

"All Bidders with the responsive responsible Bids as determined by the Department. A responsive responsible Bidder that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidders if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract."

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

"All responsive, responsible bidders to whom the Department intends to award the Contract. This status may be evidenced by a "Notice of Intent to Award" Letter sent to the Successful Bidders."

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Location, Title, and the words "Bid Enclosed". As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Appendix A and/or Rate List, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.9 Bid Opening Delete the section in its entirety and replace with the following:

"Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

If, after the scheduled opening, the Department determines that there is not sufficient coverage of On-Call Services of the entire area being bid on, the Department may schedule a second bid opening date which extends the advertisement period of this Contract. Contractors will be notified of the new opening date by the normal Bid Amendment process. If the Bid Opening date is extended, any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package which shall include a Bid and all other documents required in the Bid Documents and the original Bid will be returned to the Bidder. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder's Bid is read at Bid Opening."

<u>102.11.1 Non-curable Bid Defects</u> E. Delete the entire section 102.11.1 E and replace with the following:

"The unit price is illegible as determined by the Department."

<u>102.11.2 Curable Bid Defects</u> A. Change "Contract Agreement Offer and Award forms" to Contract form.

<u>102.11.2 Curable Bid Defects</u> Add the following after 102.11.2 E:

"F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.

G. When no specific region(s) are indicated by the bidder, the unit bid price shall be used for all regions included in the bid solicitation."

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.4 Notice of Award Delete the section in its entirety and replace with the following:

"The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance special certifications, and other information from the Apparent Successful Bidders. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If a Notice of Award is not sent within 30 days of receipt of the proper insurance and other pre-award requirements, an Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bidding eligibility. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5. "

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.

103.5.1 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 form provided with the Bid constitutes the Bidder's offer. Once the Department has received the insurance (if applicable), and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed."