

EQUIPMENT

COMPACT TRACK LOADER

Multi-Year without Operator

021162.24P, 021162.25P, 021162.26P

REGION 3

2024

Updated 05/15/2020

STATE PROJECT

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted. Bids are not accepted by email or FAX.
2. As a minimum, the following should 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 Agreement, Offer & Award form, e) the 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:

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, and b) 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.
 4. 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
 - WIN/Title: 021162.24P, 021162.25P, 021162.26P, Compact Track Loader
 - Location: Region 3
 - 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: 021162.24P, 021162.25P, 021162.26P, Compact Track Loader
Location: Region 3
Date of Bid Opening:
Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

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

Bid Enclosed: Do Not Open
WIN/Title: 021162.24P, 021162.25P, 021162.26P, Compact Track Loader
Location: Region 3
Date of Bid Opening:
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, March 2020 Edition.

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.

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 Rebecca Snowden at rebecca.snowden@maine.gov or Guy Berthiaume at guy.berthiaume@maine.gov.

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.

RFI No: _____

Date _____ **Time** _____

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

Question(s): _____

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

Email: _____ **Fax:** (____) _____

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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>

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 **COMPACT TRACK LOADER** in **REGION 3** will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on **May 15, 2024**, 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. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

Description: 021162.24P, 021162.25P, 021162.26P

Location: In Region 3.

Outline of Work: Supply compact track loader without operator for multi-year use by the Department, not for on call equipment and other incidental work.

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 **Mark Hume** 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 Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. All publications and project specific documents may be obtained from the Maine Department of Transportation, Attn.: Mailroom, 24 Child Street, Augusta, Maine 04333-0016 or requested by telephone at (207) 624-3536.

There will be no bid bond, performance bond 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, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 Edition*, price \$10 [\$15 by mail]. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
April 24, 2024



JOSEPH TEDFORD
REGION MANAGER
WESTERN - REGION 3
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)

Proposal ID: 021162.24P**Project(s):** 021162.24P, 021162.25P, 021162.26P

- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.
- Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.
- Entering an NA, a dash (-), and/or a zero (0) as the Unit Price or Bid Amount for Items 910.30 SPECIAL WORK TRANS will be accepted as responsive and indicate that the Equipment shall be transported by the Contractor at no cost to the Department.

Bidder is required to bid all Items. Section 1 will be the basis of award. Section 2 may or may not become included in the contract.

SECTIONS 01 & 02, REGION 3 - COMPACT TRACK LOADER 021162.24P, 021162.25P & 021162.26P			
Region	Item # and Description	Dates	Quantity
3	COMPACT TRACK LOADER 631.60 EQUIPMENT RENTAL (BY MONTH)	6/3/2024 – 12/31/2026 = 30 CM	1
	ELECTIVE OPTIONS: 910.30 SPECIAL WORK TRANSPORTATION – PICKUP 910.30 SPECIAL WORK TRANSPORTATION – DELIVERY		1 Pickup 1 Delivery

4/18/2024

Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 3

Proposal ID: 021162.24P

Project(s): 021162.24P, 021162.25P,
021162.26P

SECTION: 1 REGION 3 COMPACT TRACK LOADER

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) COMPACT TRACK LOADER, REGION 3	6.000 CM	_____	_____	_____	_____
0020	631.60 EQUIPMENT RENTAL (BY MONTH) COMPACT TRACK LOADER, REGION 3	12.000 CM	_____	_____	_____	_____
0030	631.60 EQUIPMENT RENTAL (BY MONTH) COMPACT TRACK LOADER, REGION 3	12.000 CM	_____	_____	_____	_____
Section: 1			Total:		_____	_____

SECTION: 2 OPTIONAL TRANSPORTATION REGION 3 COMPACT
TRACK LOADER

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
0040	910.30 SPECIAL WORK TRANSPORTATION - REG 3 DELIVERY BY CONTRACTOR (PER UNIT)	1.000 EA	_____	_____	_____	_____
0050	910.30 SPECIAL WORK TRANSPORTATION - REG 3 DELIVERY BY CONTRACTOR (PER UNIT)	1.000 EA	_____	_____	_____	_____
Section: 2			Total:		_____	_____
			Total Bid:		_____	_____

Proposal ID: 021162.24P**Project(s):** 021162.24P, 021162.25P, 021162.26P

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Date

(Print Bidder's Name and Title)

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, **WIN 021162.24P, 021162.25P, 021162.26P, for Compact Track Loader in Region 3**, in the State of 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 **December 31, 2026**.

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.

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, March 2020 Edition, Standard Details March 2020 Edition* 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, including those in 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 March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

WIN 021162.24P, 021162.25P, 021162.26P, for Compact Track Loader in Region 3

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 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, March 2020 Edition*, 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 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)

(Name and Title Printed)

G. Award.

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

Region	Section	Section
Region 3 Compact Track Loader	<input type="checkbox"/> Section 1	<input type="checkbox"/> Section 2

The original contract amount is: \$_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Joseph Tedford
Region Manager
Western – Region 3
Bureau of Maintenance & Operations

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, **WIN 021162.24P, 021162.25P, 021162.26P, for Compact Track Loader in Region 3**, in the State of 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 **December 31, 2026**.

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.

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, March 2020 Edition, Standard Details March 2020 Edition* 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, including those in 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 March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

WIN 021162.24P, 021162.25P, 021162.26P, for Compact Track Loader in Region 3

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 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, March 2020 Edition*, 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 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)

(Name and Title Printed)

G. Award.

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

Region	Section	Section
Region 3 Compact Track Loader	<input type="checkbox"/> Section 1	<input type="checkbox"/> Section 2

The original contract amount is: \$_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Joseph Tedford
Region Manager
Western – Region 3
Bureau of Maintenance & Operations

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, ~~WINS 021162.23X, 021162.24X & 021162.25X Sweepers Seasonal for use in Region 2~~, 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.

This contract commences when executed and expires on **September 30, 2025**.

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.

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, March 2020 Edition, Standard Details March 2020 Edition* 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, including those in 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 March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for:

**WINs 021162.23X, 021162.24X & 021162.25X Sweepers Seasonal for use in
Region 2,**

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 if this offer is accepted by the Government in writing.

As Offeror also agrees:

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

**SPECIAL PROVISIONS
EQUIPMENT
COMPACT TRACK LOADER**

This Contract is to supply compact track loader for continuing use by the Department as specified in the Bid Documents and is not to be used for on call equipment rental on an as needed basis.

Bidders shall complete and submit technical specification sheets and submit equipment description/specifications.

Schedule The Contractor shall provide equipment without operators continuously in accordance with the dates given in the Schedule of Items.

General This work consists of providing all equipment, preventative maintenance on a scheduled basis when needed.

Service, repairs and scheduled maintenance shall be performed on site. The equipment is expected to be in Region 3.

The Department reserves the right, prior to 72 hours after initial use, to inspect the equipment and reject due to lack of conformance with specifications or condition deficiencies. Condition deficiencies may include, but are not limited to, equipment with excessive wear, broken parts, low hydraulic pressure, below standard operation, equipment that is not OSHA compliant or equipment with leaks that can get to the pavement, ground or into water bodies. In the case of repetitive breakdowns during operation or condition deficiencies, the Contractor will have the option to replace the equipment with another acceptable, equivalent unit.

Except repairs and service caused by the Department's actions, the Contractor shall perform all repairs, service and scheduled maintenance, and all costs for labor, equipment and materials required to perform this work will not be paid for directly and will be considered incidental to the Equipment Rental pay item(s). The Department may have the Contractor repair damage caused by the Department and if so, this work is not to be included in the bid and will be paid for as Extra Work. The Department will determine if the repairs and service caused by the Department's actions will be performed by the Contractor.

The Contractor shall deliver the equipment with a full tank of fuel and the Department will return the equipment with a full tank of fuel. If the Department returns the equipment with less than a full tank of fuel, the Department shall pay the Contractor for the fuel it would take to fill the tank. The price per gallon of off-road fuel will be determined according to the average retail cost per gallon in the project area at the time the equipment is returned.

The Department will provide fuel, oil, grease and coolant. The Department intends to perform daily routine inspections of the general condition of the equipment, check oil levels and the cooling system. If a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by

the Department, the Department and the Contractor may agree to a mutually agreeable repair schedule. For those repairs taking longer than three (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 three (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.

Insurance The State of Maine, Risk Management Division administers a self-insurance fund which has tort and vehicle liability coverage for leased vehicles it uses written to conform to the Maine Tort Claims Act. The Act specifies that the most a governmental entity can be held liable for is \$400,000 per occurrence. Following submittal of required information, the Department can provide the Contractor with a certificate of insurance from the Risk Management Division. The Contractor can be named as additional insured but only on written request by the Contractor. The Risk Management Division also administers a separate self-insurance fund for vehicle physical damage written on a blanket, actual cash value, annual reporting basis with a per vehicle and per occurrence limit of \$400,000. The Contractor can be named as loss payee if requested in writing. Contractors cannot require insurance different than the coverage specified herein.

Transportation Moving equipment during the rental periods between Department work locations shall be the responsibility of the Department.

The Department has reserved the option to accept or reject the bid price for the transportation by the Contractor. If the Department rejects the bid price for Items 910.30 Special Work, Transportation (Delivery and Pickup), they shall be omitted from the contract in their entirety, the Department will pick up and deliver the equipment and the Contractor will fulfill the contract in accordance with the contract documents. If the Department accepts the bid price, the Contractor shall deliver the equipment at the beginning of each rental period and pick up the equipment at the end of each rental period. Moving equipment during the rental periods between Department work locations shall be the responsibility of the Department.

If the Contractor is to provide transportation, 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 government holidays nor government closure days. Delivery to the Regions will not be measured for payment and will be considered incidental to the Equipment Rental pay item(s). Regions will pick up and deliver the equipment unless they choose the optional transportation items.

The Contractor shall deliver the equipment to and pick up the equipment from the MaineDOT facility at 61 Main St. Canaan, Maine.

Optional Pay Items Optional Pay Items are those items of Work set forth in the Schedule of Items for which the Contractor must provide a price but which the Department may or may not use. The Department may not use Optional Pay Items or the Department may 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 used and Accepted at the Unit Prices contained in the Contractor's Bid.

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.

If the Contractor is able to furnish equipment meeting the contract specifications for the specified rental period, and the duration for any Item is reduced by the Department from the estimated quantities contained in the Bid Documents by more than 25%, then the Department may increase or decrease the Unit Price of such item using the extra work process. If alternative dates are mutually agreed upon and quantities are not reduced, there will be no change in the Unit Price.

If after award, the Contractor furnishes equipment which does not meet specifications or does not "substantially meet" specifications (as defined in Special Provision 102 & 103 Basis of Award), and it is in the Department's best interest to accept the equipment, the Department may, in its sole discretion, accept the equipment for use under this contract and adjust the Unit Price by 10% or more using the modification process set out in the Standard Specifications.

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 the Department took possession of each piece equipment 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, or the equipment is unavailable for Department pickup, 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 accepted quantities of Item 631.60 Equipment Rental will be paid for at the contract Unit Price per each piece of equipment 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. There will be no limit on the quantity of hours and no additional charges due to hours used.

The accepted quantities of Item 910.30 Special Work, Transportation will be paid for at the contract Unit Price per piece of equipment, per delivery, and per piece of equipment per pickup and which price shall be full compensation for all labor, equipment, material and incidentals necessary to move the equipment and all associated attachments and perform the work in accordance with these specifications.

The Department will pay for Extra Work such as service calls, additional attachments, fuel charges, 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

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

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

Bidders are required to bid all required and elective options.

Region	Region/Section Combination	Basis of Award
Region 3 Compact Track Loaders	Sections 1&2	Section 1

The basis for award for Section 1 will be the lowest responsive bid for the equipment and the required options for each Section as determined by the Department.

Elective Options (Section 2) are Items that must be bid on by the bidder, but Section 2 may or may not be awarded based on the bid prices and region needs. Section 2 will not be included in the determination of the lowest bid for the Region/Section combination.

Work will be awarded under these agreements according to the following process: The Apparent Low Bidder for Section 1 will have first option to furnish the equipment. If this Bidder is unable to furnish the equipment, or the equipment does not meet or “substantially meet” specifications, 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. “Substantially meet” is defined as having one or more variations from contract specifications which, as determined by the Department, are minor and do not alter the ability of the equipment to perform planned work.

Prior to Award, prior to delivery and/or, if the Contractor swaps out equipment, the Department may inspect the equipment to be furnished to verify it meets specifications.

If any time after award, the Contractor is (1) unable to supply specified equipment, (2) the equipment requires repairs due to normal operations several days a month or (3) is unable to operate safely, the Department may contact the Bidder that submitted the next lowest bid for the particular Equipment to see if that Bidder will furnish the equipment and subsequent Bidders in ascending order of the amount of their bids, until a Bidder agrees to furnish the equipment or the Department may readvertise.

SPECIAL PROVISION
SECTION 108
PAYMENT
(Equipment Invoices and Payments)

Payment Method

The Payment Method is the method of establishing quantities and the amount due for payments needed to correlate with Department's internal financial system requirements for payment processing. Either the Department will estimate the amount of Work performed and make payment based upon such estimates or the Contractor shall submit itemized invoices to the Department. The Department will determine which Payment Method will be used and will notify the Contractor. The Department may change the Payment Method during the Contract.

Department Generated Quantities Payment Method

The Department will estimate the amount of Work performed at contract prices and use these to generate payments.

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 informational statements provided by the Contractor. Informational statements shall be submitted by the Contractor to the Department's Contract Administrator for administrative and reconciliation purposes. At a minimum, informational statements shall be on a Contractor's letterhead and shall include the following information:

- Contractor name, address & Contract Number
- Informational Statement Date & Number,
- 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 Period during which Work was performed.
- 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 or reduce payments claimed by the Contractor on account of:

- Repetitive breakdowns
- Equipment rejected due to condition

- Damage to a third party,
- Claims filed or reasonable evidence indicating probable filing of claims,
- Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- Regulatory non-compliance or enforcement,
- All other causes that the Department reasonably determines negatively affect the State's interest.

Contractor Submitted Invoice Payment Method

If the Department determines that the Contractor shall submit itemized invoices, then the following provisions apply.

The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work or as otherwise noted in the Contract documents for approval and payment. The Department will pay the Contractor monthly for the previous month and at the completion of the Contract.

At a minimum, invoices shall be on a Contractor's letterhead and shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number,
- 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 Period during which Work was performed.
- 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 will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. No such payments will be made if, in the judgment of the Department, the Work is not proceeding in accordance with the provisions of the Contract.

The Department may measure items for verification of quantities in accordance with the "Method of Measurement" provisions of the applicable Specification. Measurement of Bid Items shall include all resources necessary to complete the Pay Item of Work under the Contract. For all items of Work, other than those paid for by lump sum, the Department shall determine the quantities accepted as the basis for Final Payment after the Physical Work is Completed.

If the Department determines the Work substantially conforms to the Contract, the Department may accept the Non-conforming Work and may require a credit to the Department to be deducted from amounts otherwise due the Contractor. If the Department and Contractor cannot agree to the amount of the credit, the work shall be Unacceptable Work.

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

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

SPECIAL PROVISIONS

Compact Track Loader Region 3

Bidders shall complete and submit technical specification sheets and vehicles description/specifications with the bid package.

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Complete the checklist for technical specifications set forth below. Bidders shall indicate whether it can meet the technical specifications by inserting an “X”, “N/A”, “DI” or “AE” 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 shall be provided in detail in the margins or 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. Bidders shall provide a copy of the specifications for the proposed equipment.

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 may 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

This work consists of providing all equipment, preventative maintenance on a scheduled basis, service calls when needed, and delivery and pickup

The equipment technical specifications and terms are as follows:
Compact Track Loader

Equipment shall be no more than two years old and no more than 1600 hours at time of initial delivery.

1. Engine

- ___ 1.1 Heavy duty 4 cylinder liquid cooled Diesel power or approved equal
- ___ 1.2 The engine shall have a minimum of 90 gross HP
- ___ 1.3 Exhaust emissions and noise level shall comply with all applicable Federal, and State of Maine standards
- ___ 1.4 Exhaust shall be heavy duty, muffled and spark arrested
- ___ 1.5 Engine shall have a cold weather starting aid and a block heater. External plug-in shall be the preferred design
- ___ 1.6 Shall have an engine shut down system for low oil, high engine temperature and RPM protection
- ___ 1.7 Engine shall have an in-line fuel water separator
- ___ 1.8 Designed to use diesel fuel and 50/50 blend in cold weather
- ___ 1.9 Fuel tank shall be a minimum of 20-gallon capacity
- ___ 1.10 Shall have extended life antifreeze for -35° degrees Fahrenheit
- ___ 1.11 Radiator will have ample capacity for continuous high engine output under extreme temperatures and or operating conditions

2. Electrical

- ___ 2.1 Engine shall come with a minimum of 90-amp, 12-volt alternator or approved equal
- ___ 2.2 Battery shall be a minimum of 950 cold cranking amps. The 12 volt DC maintenance free heavy duty battery shall be located as to be readily accessible for routine servicing, inspection, and replacement
- ___ 2.3 Shall have a backup alarm conforming to SAEJ 994
- ___ 2.4 Shall have LED stop and tail lights with license plate bracket and light
- ___ 2.5 Electrical hour meter wired in such a way to operate only when the Engine is running
- ___ 2.6 Machine shall have two LED work lights forward and two LED lights rearward
- ___ 2.7 Machine will have an orange / yellow LED warning light
- ___ 2.8 Front electric windshield wiper and washer
- ___ 2.9 Shall have an electric horn
- ___ 2.10 Shall have a manually operated master battery disconnect switch **Must be mounted in a place readily accessible to operator for (Lock-Out Tag out)**
- ___ 2.11 Machine shall have instrumentation to include but not limited to Charging indicator, hydraulic oil temperature, engine oil pressure, and engine coolant temperature

3. Hydrostatic – Hydraulics

- _____ 4.1 Unit shall have a fully hydrostatic Track driven system only, no wheel driven units will be considered as alternates
- _____ 4.2 Right and Left hydrostatic drives shall be operated by joystick controls conveniently placed for ease of operation
- _____ 4.3 Hydraulic system must support not only the basic machine but must be capable of providing sufficient high flow hydraulics for the operation of all hydraulic accessories and or tools
- _____ 4.4 Hydraulic lines and quick connect couplers must be professionally installed and have easy access to support accessories
- _____ 4.5 Hydraulics shall have a filtration of at least 10 micron and shall have a hydraulic oil cooler
- _____ 4.6 Track system undercarriage shall be of steel construction
- _____ 4.7 Track system rollers shall be of steel construction
- _____ 4.8 Machine shall come with steering control, automatic safety bar activated parking brake, and boom locks
- _____ 4.9 Machine shall have double-acting cylinders
- _____ 4.10 Machine shall come with high flow hydraulic systems capable of supporting attachments that need 33gpm and 3000psi.
- _____ 4.11 Machine shall have boom mounted auxiliary high flow hydraulics with quick connect couplers to operate attachments
- _____ 4.12 Machine shall come with attachment control kit with switches on the joystick levers
- _____ 4.13 Each machine will be equipped with a universal attachment plate and shall be able to hook up directly with no adjustments required to the existing and future attachments owned by the Department which fit Bobcat (A300)

4. Frame & Cab

- _____ 5.1 Frame must be of all steel heavy duty construction
- _____ 5.2 Cab shall be fully enclosed climate controlled all weather pressurized ROPS type. Cab shall have the highest output available heater / Defroster and air conditioning system
- _____ 5.3 Cab heater and integral air conditioning input and / or output must have a HEPA type filter (or approved equal to minimize dust intrusion and protect the operator from exposure such as cement dust, silica dust etc.
- _____ 5.4 Cab shall meet ROPS stranded SAE J394, J1040C, and ISO 3471, J231 and ISO 3449(1984), OHSA and MSHA requirements for Operator sound exposure as defined in SAE / ANSI J1166 (1985)
- _____ 5.5 Machine shall come with a tailgate door stop
- _____ 5.6 Machine shall come with a full belly pan
- _____ 5.7 Machine shall come with a hand throttle, foot throttle
- _____ 5.8 Machine shall have a detachable safety screen for the front entry door

5. Performance & Dimensions

- ___ 6.1 Ground clearance shall be a minimum of eight (8") inches
- ___ 6.2 Lifting capacity shall be a minimum of 2,000 Lbs. (The maximum counter weight that can be added to meet this request is 100 Lbs.)
- ___ 6.3 Operating weight shall be a maximum of 12,800 Lbs.
- ___ 6.5 Dump height shall be a minimum of 90"
- ___ 6.6 Overall bucket width shall be between 82" to 84"
- ___ 6.7 Travel speed shall be a minimum of (seven) 7 M.P.H.
- ___ 6.8 Tipping load at boom shall be a minimum of 9,300 Lbs.
- ___ 6.9 Bucket shall be self-leveling type

7. General Requirement:

- ___ 12.1 Two (2) sets of keys shall be furnished with tractor
- ___ 12.2 Tractor shall come with printed operators manual

8. Accepting Attachments

- ___ 12.1 Compact Tracked Loader shall be capable of attaching to the following attachments and or contractor needs to provide required hydraulic and electrical adapters to accept the following attachments:
 - 2016 Bobcat Pavement Grinder Serial Number 991402184
 - 2016 Bobcat Hydraulic Breaker Serial Number A01R04380
 - 2016 Bobcat 60" Forestry Cutter Serial Number ATV100658
 - 2016 Bobcat 72" Sweeper w/Gutter Brush Serial Number 783738413

Equipment description, including make and model and engine information to be submitted with bid package.

The Contractor shall provide to the Department, a completed Lessor's certificate a minimum of three (3) weeks prior to delivery. Equipment shall have temporary registrations valid until the Department can get the equipment registered.

Each machine will 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.

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 Add the following:

“Contract Agreement form The Contract Agreement, Offer and Award, the Maine Department of Transportation Contract Agreement Transportation Related Maintenance Work, the Maine Department of Transportation Contract Agreement to Purchase Supplies, Materials and/or Equipment for a Specific Project, Contract Agreement to Purchase Materials and/or Equipment for a Project and Related Work, the Maine Department of Transportation Private Equipment Rental Agreement – with an Operator, the Maine Department of Transportation Private Equipment Rental Agreement – without an Operator, or other contract agreement contained in the bid documents.”

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 and Bid Guaranty 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 Work 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 Schedule of Items, 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".

Electronic Bids must be submitted to the appropriate electronic bid system before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment.”

102.11.1 Non-curable Bid Defects Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

“The unit price and bid amount is not provided if (1) the item quantity is not one or lump sum or, (2) the lump sum contract price is not provided or, (3) the unit price, bid amount or lump sum price is illegible as determined by the Department.”

102.11.2 Curable Bid Defects Revise the section by replacing the first paragraph with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

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.

The Bidder fails to submit the completed technical specification sheet checklists and vehicle descriptions or, the submitted completed technical specification sheet checklists and vehicle descriptions are incomplete, insufficient or unclear.

All other Defects that do not create a significant question as to the Bidder's total Bid amount or the Bidder's ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department."

SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

"If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department."

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, 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."

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

“The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors.”

105.10.2 Requirements Applicable to All Contracts Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word “handicap” in two places with the word “disability” so it now reads:

“2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability.”

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.