

AIR COMPRESSORS

ON CALL EQUIPMENT RENTAL
without an Operator

REGIONS 1, 2, 3, 4 & 5

2019

(For the 2020/2021 Season)

Updated 4/28/2017

STATE PROJECT

MAINTENANCE & OPERATIONS

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Appendix A, d) two copies of the completed and signed Private Equipment Rental Agreement, e) 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 and/or Title: On Call Air Compressors without an Operator
Towns, Regions or Location: Regions 1, 2, 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
WIN and/or Title: On Call Air Compressors without an Operator
Towns, Regions or Location: Regions 1, 2, 3, 4 & 5
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. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine as the package is delivered directly to the DOT Headquarters Building, Mailroom.

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 as well as the US Postal Service since this mail is not delivered directly to the Department. This mail is delivered to the state mail system, sorted and then delivered to the Department of Transportation.

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/contact>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open
WIN and/or Title: On Call Air Compressors without an Operator
Towns, Regions or Location: Regions 1, 2, 3, 4 & 5
Date of Bid Opening:
Name of Contractor:

Bids are not accepted by email or FAX.

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.

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.

RFI No: _____

Date _____ **Time** _____

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

Question(s): _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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>

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 Air Compressors – Equipment Rental without an Operator** in the **Regions 1, 2, 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 **November 20, 2019** 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: On Call Air Compressors – Equipment Rental without an Operator

Location: In Regions 1, 2, 3, 4 & 5.

Outline of Work: Responsive, responsible bidders may enter into a Contract to provide equipment without operators for use on construction and maintenance work on an as needed basis.

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

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, 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
October 30, 2019


CLIFTON CURTIS
ASST. HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION
On Call Air Compressors
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 January 1, 2020 or the date last signed by MaineDOT, whichever is latest and constitutes the earliest date for which work may commence. The term of the Contract will be for the **2020 and 2021 Season ending December 31, 2021**. 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: _____ **E-Mail:** _____

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

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.** Rates for equipment determined by bid will be paid for at the bid rates attached 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 "Private Equipment Rates" found at www.maine.gov/mdot/csd/laborrates/. Rates greater than published rates will only be paid when the rates are bid or suitable equipment are not available at or below 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 a 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 2	☐
Region 3	☐
Region 4	☐
Region 5	☐

CONTRACTOR

(Print Name)

(Authorized Signature)

(Date)

MAINE DEPARTMENT OF TRANSPORTATION

(Region Manager, Superintendent or TOM only)

(Region)

(Approval Signature)

(Printed Signature & Title)

(Date)

Signatures shall be original. Stamped and copied signatures will not be accepted

MAINE DEPARTMENT OF TRANSPORTATION
Rental Rates for Equipment without an Operator
On Call Air Compressors
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)	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
PICKED UP BY THE MAINEDOT					
Equipment Type	Equipment Description, Make, Model, etc.	Region(s)	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.

(Print Respondent's Name and Title) Signature

MAINE DEPARTMENT OF TRANSPORTATION
On Call Air Compressors
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 January 1, 2020 or the date last signed by MaineDOT, whichever is latest and constitutes the earliest date for which work may commence. The term of the Contract will be for the **2020 and 2021 Season ending December 31, 2021**. 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: _____ **E-Mail:** _____

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

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.** Rates for equipment determined by bid will be paid for at the bid rates attached 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 "Private Equipment Rates" found at www.maine.gov/mdot/csd/laborrates/. Rates greater than published rates will only be paid when the rates are bid or suitable equipment are not available at or below 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 a 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 2	☐
Region 3	☐
Region 4	☐
Region 5	☐

CONTRACTOR

(Print Name)

(Authorized Signature)

(Date)

MAINE DEPARTMENT OF TRANSPORTATION

(Region Manager, Superintendent or TOM only)

(Region)

(Approval Signature)

(Printed Signature & Title)

(Date)

Signatures shall be original. Stamped and copied signatures will not be accepted

MAINE DEPARTMENT OF TRANSPORTATION
Rental Rates for Equipment without an Operator
On Call Air Compressors
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)	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
PICKED UP BY THE MAINEDOT					
Equipment Type	Equipment Description, Make, Model, etc.	Region(s)	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.

(Print Respondent's Name and Title) Signature

SPECIAL PROVISIONS

AIR COMPRESSORS

This work consists of furnishing and delivering equipment and performing preventative, scheduled and other maintenance, and service calls when needed by the MaineDOT.

The Department and each responsive, responsible bidder who meets the requirements and specifications of this proposal may enter into a Contract to provide equipment on an as needed basis. The Contractor with the lowest rate for the Region for the equipment in the equipment category with the appropriate capabilities will have first option to furnish the equipment.

EQUIPMENT PROVIDED MUST BE IN GOOD CONDITION AND NO OLDER THAN 2 YEARS.

The equipment specifications and terms are as follows:

The Air Compressors furnished will be classified as one of three sizes:

180 CFM – 249 CFM

250 - 375 CFM

Greater than 375CFM

Each machine will come with a valid State of Maine inspection sticker good through the term of the rental.

All compressors shall have one 2" ball valve with a Dixon Boss Double Spud fitting and two ¾" ball valves with ¾" Chicago style fittings.

All compressor discharge valves shall be OSHA type

Electric brakes with towing lights, side markers and reflectors

Heavy-duty screw jack

External, single-point lifting bail for easy hoisting

Heavy-duty A-frame drawbar with adjustable pintle eye and safety chains

Full-length lockable side doors with pneumatic lift springs

Automatic shutdown protection with indicator lights for high discharge air temperature, low engine oil pressure, high engine coolant temperature and low fuel level

For those repairs taking longer than 24 hours, a replacement machine will be provided.

The Department will provide the following:

Daily fuel

Oil

Grease

Vendor will deliver machines to specified locations:

Locations:

- Eastern Region #4 Bangor / Hancock / Pembroke (Region 4 may pick up compressor if the travel distance is less than 50 miles)
- Midcoast Region #2 Augusta (Region 2 may pick up compressor if the travel distance is less than 50 miles)
- Northern Region #5 Medway/Houlton/ Presque Isle (Region 5 may pick up compressor if the travel distance is less than 50 miles)
- Southern Region #1 Scarborough (Region 1 may pick up compressor if the travel distance is less than 50 miles)
- Western Regions #3 Wilton (Region 3 may pick up compressor if the travel distance is less than 50 miles)

Performance. Equipment provided must be in good working condition as determined by the Department. The Department reserves the right, at any time, including at delivery, to inspect the machine and reject the equipment because of condition. If a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by the Department, has repetitive breakdowns, or is otherwise unacceptable equipment, the Contractor will have the option to make sufficient repairs, replace the machine with another acceptable unit or terminate the lease of that unit.

Measurement and Payment. Equipment will be paid for at the contract unit price per each per day, week, month or year 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 with no limit on hours, nor additional payment for overtime. A month is defined as a time lasting from a date in one calendar month until the same date in the next calendar month. The initial day of the month will be the day of the month on which each piece of Equipment was delivered and will be considered the billing start date.

Bidding. As a minimum. The Bidder will submit a bid Package consisting of the completed Appendix A or a separate attachment listing equipment description, capacity and rates, 2 copies of the completed and signed Private Equipment Rental Agreement – Without an Operator form and any Certifications or Bid Requirements listed in the Bid Book.

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 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 may sign 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 Contract Completion Date Delete the entire section and replace with the following:

“The required completion date of all Work pursuant to the Contract, except warranty work. The Contract Completion Date is usually on the Contract form.”

101.2 Definitions Contract Execution Delete the entire section and replace with the following:

“Execution of the Contract by the Commissioner or their authorized agent by signing the Contract form which action, upon written notification to the Contractor, forms a Contract as provided in Section 103.8 - Execution of Contract by Department.”

101.2 Definitions Contractor Delete the entire section and replace with the following:

“After the Department has executed the Contract by cosigning the Contract form provided in the Bid Documents, previously signed by the successful bidder, the Successful Bidder becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, “Contractor,” with a lower case “c,” may mean a firm engaged in construction Work.”

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 is 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.”

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

“The unit price is illegible as determined by the Department.”

102.11.2 Curable Bid Defects A. Delete the section and replace with the following:

“The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign Appendix A – Rental Rates for Equipment without an Operator.”

102.11.2 Curable Bid Defects 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

103.3.2 Notice of Determination Revise this section by removing sections A – M and replacing with the following A - K:

(A) Default(s) or termination(s) on past or current Contracts.

(B) Failure on past or current Contracts to pay or settle all bills for labor, Materials or services; to comply with directives of the Department, to fulfill warranty obligations, or to provide Closeout Documentation.

(C) "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.

(D) Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.

(E) Failure to accept an Award of a Contract made by the Department.

(F) Failure to provide information requested by the Department in a timely manner.

(G) Debarment, suspension or a denial of prequalification or 'award of contract' by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section

102.02 of the “Rules Regarding Debarment of Contractors”, Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).

(H) Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.

(I) Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.

(J) Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.

(K) Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public, any deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is “Not Qualified”.

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.”