



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

May 18, 2023
Subject: Vegetation Management Services
State WIN: PH20230503VGMT
Location: **Regions 1, 2, 3 & 5**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 17-24 “**CONTRACT AGREEMENT OFFER & AWARD**”, two copies, and **REPLACE** with the attached revised “**CONTRACT AGREEMENT OFFER & AWARD**”, two copies, 4 pages each, dated May 16, 2023.

INSERT, “**SPECIAL PROVISION, SECTIONS 102 BIDDING & 103 AWARD & CONTRACTING (Basis of Award)**”, 1 page, dated May 18, 2023.

The following questions have been received:

Question: It states in the contract the unit cost payment rate will be adjusted based on the variance in diesel cost, does this include gasoline also?

Response: Yes. See the revised contract form included in this amendment.

Question: It also states that we are allowed to bid on any or all Regions. What if we are the lowest bidder in 2 Regions but can't do both of them. Would one of them go to the next lowest bidder?

Response: See **SPECIAL PROVISION, SECTION 105, SECTIONS 102 BIDDING & 103 AWARD & CONTRACTING** (Basis of Award) added in this amendment.

If a Bidder has submitted Bids for multiple Regions, and if after the reading of Bids, the Bidder has submitted the lowest, apparently responsive Bid on more than one Region, then the Bidder may withdraw any Bids if they do not have sufficient personnel and equipment available to perform Work according to the contract. Such a request for withdrawal must be made in writing and Bids so withdrawn will not be considered when determining Apparent Low Bidder.

Consider these changes and information prior to submitting your bid on **May 24, 2023**.

Sincerely,



George M. A. Macdougall P.E.
Contracts & Specifications Engineer

CTM: _____

TEDOCS: _____

CSN: _____

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, for **Vegetation Management Services Regions 1, 2, 3 & 5, in the Counties of York, Cumberland, Oxford, Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, Somerset, Franklin, Aroostook, Piscataquis, Penobscot, and Washington, Maine.** The Work includes vegetation management including use of herbicides, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, and supplies required to perform the Work including quality control including inspection, documentation, 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 Contract commences on **May 8, 2023** or when executed whichever is later and expires on **April 1, 2024**. The Contractor agrees to complete all Work, except warranty work, on or before **October 1, 2023**. At the Department's discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this Contract, at bid prices up to five (5) additional 1-year periods.

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.

For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall be added to the Center Line Mile (CLM) Unit Price, and the Hour Unit Price from the Schedule of Items.

Spraying will be paid for at the Unit Cost Payment Rate per Center Line Mile (CLM) or Hourly which is the rate bid and adjusted based on the variance in costs for the gasoline and diesel fuel component of the work. Rate adjustments will be made upward or downward, as gasoline and diesel prices increase or decrease. Adjustments will be as determined by the Department as follows:

Base Fuel Price: The base price of gasoline and diesel fuel is the price per gallon shown as the weekly retail cost of gasoline and diesel fuel for the U.S. Regular Gasoline Prices*(dollars per gallon) and U.S. On-Highway Diesel Fuel Prices, New England Subdistrict (PADD1A) found at <https://www.eia.gov/petroleum/gasdiesel/> for the date most immediately preceding the Bid Opening Date.

Period Fuel Price: The period price is the price per gallon shown as the weekly retail cost of diesel fuel for the U.S. Regular Gasoline Prices*(dollars per gallon) and U.S. On-Highway Diesel Fuel Prices, New England Subdistrict (PADD1A) found at <https://www.eia.gov/petroleum/gasdiesel/> for the date most immediately preceding the adjustment period dates of March 20 and August 1 of each year.

Base Unit Cost Rate: The Base Unit Cost Rate shall be the unit cost per Center Line Mile (CLM) or Hourly.

Period Unit Cost Rate: The Period Unit Cost Rate is the rate bid and adjusted in accordance with the chart below.

Difference between Base Fuel Price and Period Fuel Price	Adjustment to Base Unit Cost Rate to get Period Unit Cost Rate (CLM)	Adjustment to Base Unit Cost Rate to get Period Unit Cost Rate (Hourly)
Increase of \$0.00 – \$0.49	No change	No Change
Increase of \$0.50 - \$1.49	Increase \$0.20	Increase \$.80
Increase of \$1.50 – \$2.49	Increase \$0.40	Increase \$1.60
Increase of \$2.50 – \$3.49	Increase \$0.60	Increase \$2.40
Decrease of \$0.00 - \$0.99	No change	No change
Decrease of \$1.00 - \$1.99	Decrease \$0.20	Decrease \$0.80
Decrease of \$2.00 - \$2.99	Decrease \$0.40	Decrease \$1.60
Decrease of \$3.00 or more	Decrease \$0.60	Decrease \$2.40

Adjustment Period: The Period Unit Payment Rates will become effective on the second Saturday after the Adjustment period dates of March 20 and August 1 of each year and will remain in effect until the next period adjustment.

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in 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, Standard Specifications March 2020 Edition, Standard Details March 2020 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for, **Vegetation Management Services Regions 1, 2, 3 & 5, in the Counties of York, Cumberland, Oxford, Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, Somerset, Franklin, Aroostook, Piscataquis, Penobscot, and Washington**, 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 Region, 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: To begin the Work as stated in Section 107.2 of the Standard Specifications March 2020 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent Contract with the Department.

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

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

Region 1 Region 2 Region 3 Region 5

The original contract amount is: \$ _____

_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Kyle Hall
Director
Bureau of Maintenance & Operations

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

Bidders may bid one or more Regions. For each Region bid, Bidders are required to bid all items in that region. Each Region will be awarded separately.

Withdrawal of Bids in Multiple Bid Context

Bids may not be withdrawn after the time of Bid Opening, except under the limited circumstance set forth in this Section.

If a Bidder has submitted Bids for multiple Regions, and if after the reading of Bids, the Bidder has submitted the lowest, apparently responsive Bid on more than one Region, then the Bidder may withdraw any Bids if they do not have sufficient personnel and equipment available to perform Work according to the contract. Such a request for withdrawal must be made in writing and Bids so withdrawn will not be considered when determining Apparent Low Bidder.

Contractor Requirements

In order to be considered for the award of this contract, the Bidder shall be able to comply with the Contract Requirements, have sufficient personnel and equipment available for the Work to deliver according to the contract schedule in all Regions in which they are the Apparent Low Bidder, and have a history of satisfactory performance.

After Bid Opening and as a condition for Award of the Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the Bidder is responsible, meets the requirements set forth in this Contract, and is qualified to perform the Work. If such qualification is required, the Department will provide the Bidder with a written notice. The Bidder may be required to provide written documentation presenting evidence of qualifications, and to demonstrate that sufficient personnel and equipment is available to deliver the Work. Upon receipt of the pre-award submittals and/or equipment inspection, the Department will review information and determine if the submittals and inspection satisfy the Department requirement that the Bidder is qualified to properly carry out the terms of the Contract.