Loaders
Region 1

Updated 8/01/07

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.

2. The following are to be completed and returned with the bid:

    a. A copy of the Notice to Contractors

    b. A completed schedule of Items

    c. Two (2) copies of the completed and signed Contract Offer, Agreement, & Award form

    d. The completed Contractor Information Sheet

3. For security and other reasons, all Bid Packages which are mailed to Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

    Bid Enclosed - Do Not Open
    Title:
    Town:
    Date of Bid Opening:
    Name of Contractor with mailing address and telephone number:

    In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

    Double Envelope: Bid Enclosed
    Title:
    Town:
    Date of Bid Opening:
    Name of Contractor:

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

    Bid Enclosed: Do Not Open
    Title:
    Town:
    Name of Contractor:

4. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable.

January 30, 2004
Supercedes February 11, 2003

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via http://www.BIDX.com. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

Bidders:

Please use the attached "Request for Information" form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN:** _____ **Town(s):** _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by: _____ **Phone: (_____)**_____
Bid Date: _____ **Fax: (_____)**_____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received:** _____

Response:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Response By:_____ Date: _____

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –
http://www.maine.gov/purchases/vendorinfo/vss.htm .

CONTRACTOR INFORMATION

_____ _____

(Date) **(Signature)**

_____

(Name and Title Printed)

_____

(Contractor Name)

_____

Vendor Identification Number

Mailing Address:

_____

Street/PO Box **City** **State** **Zip**

_____ _____ _____

phone **fax** **email**

Sole Proprietorship - Partnership - (circle one)

Corporation – Company - Association - Estate - (circle one)

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 "**Bid for Wheeled Loaders Region 1**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **October 29, 2008**, and at that time and place publicly opened and read.

Description: Loaders

Location: Region 1 – Southern Region

Outline of Work: Supply Wheeled Loader In Region 1 starting in November 2008, including preventative maintenance and service calls.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. **There will be no Bid Bond, Performance or Payment Bond or Insurance required.** 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. Hearing impaired persons may call the Telecommunication Device for the Deaf at (888) 516-9364.

Bid proposal packages are available at http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php and may also be obtained at no cost at the MaineDOT building in Augusta, Maine or by telephone at 207-624-3536 between the hours of 8:00 A.M. and 4:30 P.M.

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

This Contract is subject to all applicable Federal Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price $10 [$13 by mail], and Standard Details, Revision of December 2002, price $20 [$25 by mail] Standard Detail updates can be found at http://www.state.me.us/mdot/project/design/homepg.htm

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine
October 8, 2008

Michael Burns
Assistant Director
Maintenance and 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/comprehensive-list-projects/project-information.php 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 DOT
SCHEDULE OF ITEMS
BID PAGE
Wheeled Loader

Region 1 Scarborough **Starting on 11/3/08 through 05/2/08**

Description	Unit	Months	Price per Month Each Loader
Wheeled Loader 150 HP or greater	2	6	
Wheeled Loader 70 HP or greater	3	6	

TOTAL BID AMOUNT

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 **WHEELED LOADERS IN REGION 1**, in The State of Maine. The Work includes equipment for use in construction and maintenance as provided in the Contract, providing preventative maintenance on a scheduled basis, service calls when needed and other incidental work.

The Contractor shall be responsible for furnishing all equipment, tools supplies, service personnel, permanent materials and temporary materials required to perform the Work indicated in the Contract and all required documentation.

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 **OCTOBER 31, 2009.**

C. Price

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is _____ **$**_____.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Division 100 Standard Specifications, Revision of December 2002, as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.

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

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer

The undersigned, having carefully examined the Division 100 of the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **_WHEELED LOADERS in REGION 1**, 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 equipment, tools, supplies, service personnel, permanent materials and temporary materials required to perform 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.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the Standard

Specifications, Revision of December 2002, and as addressed in the contract documents.

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

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

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

CONTRACTOR

Date	(Signature of Legally Authorized Representative of the Contractor)
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date	By: Michael E. Burns, Assistant Director Bureau of Maintenance and Operations
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation ("Department"), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ **("Contractor")** a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____.

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract **WHEELED LOADERS IN REGION 1**, in The State of Maine. The Work includes equipment for use in construction and maintenance as provided in the Contract, providing preventative maintenance on a scheduled basis, service calls when needed and other incidental work.

The Contractor shall be responsible for furnishing all equipment, tools supplies, service personnel, permanent materials and temporary materials required to perform the Work indicated in the Contract and all required documentation.

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 **OCTOBER 31, 2009.**

C. Price

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is _____ **$**_____.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Division 100 Standard Specifications, Revision of December 2002, as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.

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

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer

The undersigned, having carefully examined the Division 100 of the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **_WHEELED LOADERS in REGION 1**, 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 equipment, tools, supplies, service personnel, permanent materials and temporary materials required to perform 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.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the Standard

Specifications, Revision of December 2002, and as addressed in the contract documents.

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

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

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

CONTRACTOR

Date	(Signature of Legally Authorized Representative of the Contractor)
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date	By: Michael E. Burns, Assistant Director Bureau of Maintenance and Operations
Witness	

SPECIAL PROVISIONS
Loader

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

The equipment specifications and terms are as follows for the Loader 150 HP or greater:

The loaders shall weigh not less than 27,000 pounds and not more than 30,000 pounds.
The loader shall have a minimum of 150 horsepower.
The loaders shall be articulating.
The wheeled loader shall be no older than three years.
Loaders shall be four wheel drive.
Front bucket capacity shall be no less than 2.0 cubic yard and no more than 2.5 cubic yard
Bucket shall come with a bolt on cutting edge.
One loader shall have forks.
Loaders shall come with a valid State of Maine inspection sticker good through the term of the rental.
The vendor shall do all scheduled maintenance and repairs.
For those repairs taking longer than 3 working days, a replacement machine shall be provided.

The equipment specifications and terms are as follows for the Loader 70 HP or greater:

The loaders shall weigh not less than 12,000 pounds and not more than 14,500 pounds.
The loader shall have a minimum of 70 horsepower.
The loaders shall be articulating.
The wheeled loader shall be no older than three years.
Loaders shall be four wheel drive.
Front bucket capacity shall be no less than 1.0 cubic yard
Bucket shall come with a bolt on cutting edge.
Loaders shall come with a valid State of Maine inspection sticker good through the term of the rental.
The vendor shall do all scheduled maintenance and repairs.
For those repairs taking longer than 3 working days, a replacement machine shall be provided.

The Department will provide the following:
Registration and insurance.
Daily fuel, oil and grease.

SPECIAL PROVISIONS
Wheeled Loader

The Department reserves the right, at any time of delivery, to inspect the machine and reject because of condition. In the case of repetitive breakdowns, the vendor shall have the option to replace the machine with another unit or the lease on that unit.

Wheeled Loader shall be measured per machine by the month. Delivery shall be included. The first eight service calls are included and will be considered incidental to the loaders. Scheduled maintenance and repairs will be considered incidental to the loaders. In the event that a machine is returned early or extended the adjusted price will be the unit price given in the Schedule of Items calculated monthly or weekly on the basis of a four week month.

Wheeled Loader will be paid for at the contract unit price each which price shall be full compensation for all labor, equipment, material and incidentals necessary to perform the work in accordance with these specifications.

The Department will pay for Extra Work such as damage repair or additional service calls by written Contract Modification in accordance with Section 109.7 Equitable Adjustments to Compensation and 109.8 Contract Modification.

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. Except as expressly provided otherwise in this Contract, 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.

SPECIAL PROVISIONS
SPECIAL PROVISIONS SECTION 102
BIDDING

102.1.1 Basic Requirements Change the first sentence from:"…(A) comply with the Prequalification Procedure adopted by the department, (B) not have been debarred or suspended from Bidding, and (C) not be in Default with respect to any outstanding Contract with the Department…" to "(A) not have been debarred or suspended from Bidding, and (B) not be in Default with respect to any outstanding Contract with the Department…".

102.6 Bid Guaranty Delete the entire section 102.6

102.7.1 Location and Time Add the following sentence "As a minimum. The Bidder will submit a bid Package consisting of the Notice to Contractors, the complete Acknowledgement of Bid Amendment form, the complete schedule of items, 2 copies of the completed Agreement, Offer, & Award form and any Certifications or Bid Requirements listed in the Bid Book.

SPECIAL PROVISIONS SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: "After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the Bidder is responsible and qualified to perform the Work".

Delete the entire section 103.4 Notice of Award and replace with the following:

The Department has 30 days following the Bid Opening to notify the contractor of intent to Award and request Insurance Certificates. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor.

130.5.1 Performance and Payment Bonds Delete the entire section 103.5.1

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

The properly completed and signed Contract Agreement, Offer, & Award form provided with the Bid constitutes the Bidder's offer. Once the department has received the certificates of insurance, and any other pre-award items required, the Department will sign the Contract Agreement, Offer, & Award form and execute the Contract. The point of Contract execution is when the Contractor receives the Notice of Award.

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.