



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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

October 17, 2008
Subject: **Road Weather Stations –
Etna & Portland**
State Pin No. 016128.00
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Documents:

Make the following changes, in pen and ink, to the “NOTICE TO CONTRACTORS” (page 8):

In the first sentence, after “city of **Portland**” ADD the following “**and the town of Monson**”

Location: At the end of the sentence ADD the following, “**and in Piscataquis County, project is located on Route 15.**”

Outline of Work: Change the sentence to read “Furnish, deliver and install **3** Road Weather”

In the Bid Book (pages 10 through 17), **REMOVE** in its entirety, the “Contract Agreement, Offer and Award” two sets, eight pages total, and **REPLACE** with the attached, updated “Contract Agreement, Offer and Award” two sets, eight pages total.

In the Bid Book (pages 22 through 25), **REMOVE** in its entirety the “Appendix A, Request for Proposal – Etna and Portland Road Weather Information Systems” four pages total, and **REPLACE** with the attached, updated “Appendix A, Request for Proposal – Etna, Portland and Monson Road Weather Information Systems” four pages total.

The following question has been received:

Question: Can you please specify how many days of autonomy you would require for the solar array?

Response: Six days.



PRINTED ON RECYCLED PAPER

Consider these changes and information prior to submitting your bid on **October 22, 2008**

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford". The signature is written in a cursive style with a large, stylized initial "S".

Scott Bickford
Contracts & Specifications Engineer

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 _____

_____ 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, Appendix A – Sections I, II, III, and IV, in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP (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, **PIN 16128.00**, for the Construction of **Road Weather Information Systems** in the town of **Etna**, County of **Penobscot**, and city of **Portland**, County of **Cumberland**, and in the town of **Monson**, County of **Piscataquis**, 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 10, 2008**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

LUMP SUM Bid Price will be used as the basis for determining the original contract amount, and that the amount of this offer is

Etna - \$ _____

Portland - \$ _____

Monson - \$ _____

Total - \$ _____

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Appendix A – Sections I, II, III and IV, in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the Request for Proposal and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

All terms of this Contract are to be interpreted in such a way as to be consistent at all times. If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy related to the Contract, the Contractor must notify MaineDOT of the ambiguity or waive claims resulting from any such ambiguity. In the case of ambiguity the following components of the Contract shall control in the following descending order of priority: Contract, Offer and Award, Appendix A, Special Provisions, Standard Specifications, and Contractor’s Proposal.

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 Request for Proposal and the Contract are still complete and accurate as of the date of this Request for Proposal.
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 Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Sections I, II, III and IV, in the Department's Request for Proposal and any amendments, and the Contractor's Proposal submitted in response to the RFP, and Contract Agreement; contained herein for construction of: Road Weather Information Systems in the Town of Etna and city of Portland and the town of Monson, 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".

The Offeror agrees to perform the work required at the price specified above and in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

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 upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents, including Section 109.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications, Revision of December 2002, 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)

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: Dave Bernhardt, Director
Bureau of Maintenance & 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 _____

_____ 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, Appendix A – Sections I, II, III, and IV, in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP (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, **PIN 16128.00**, for the Construction of **Road Weather Information Systems** in the town of **Etna**, County of **Penobscot**, and city of **Portland**, County of **Cumberland**, and in the town of **Monson**, County of **Piscataquis**, in The State of Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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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.

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The Contractor agrees to complete all Work, except warranty work, on or before **December 10, 2008**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

LUMP SUM Bid Price will be used as the basis for determining the original contract amount, and that the amount of this offer is

Etna - \$ _____

Portland - \$ _____

Monson - \$ _____

Total - \$ _____

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Appendix A – Sections I, II, III and IV, in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the Request for Proposal and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

All terms of this Contract are to be interpreted in such a way as to be consistent at all times. If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy related to the Contract, the Contractor must notify MaineDOT of the ambiguity or waive claims resulting from any such ambiguity. In the case of ambiguity the following components of the Contract shall control in the following descending order of priority: Contract, Offer and Award, Appendix A, Special Provisions, Standard Specifications, and Contractor’s Proposal.

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 Request for Proposal and the Contract are still complete and accurate as of the date of this Request for Proposal.
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 Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Sections I, II, III and IV, in the Department's Request for Proposal and any amendments, and the Contractor's Proposal submitted in response to the RFP, and Contract Agreement; contained herein for construction of: Road Weather Information Systems in the Town of Etna and city of Portland and the town of Monson, 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".

The Offeror agrees to perform the work required at the price specified above and in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

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First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents, including Section 109.

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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: Dave Bernhardt, Director
Bureau of Maintenance & Operations

Witness

APPENDIX A
Maine Department of Transportation
Bureau of Maintenance & Operations
Request for Proposal – Etna, Portland and Monson Road Weather Information Systems

I. Scope of Work

The Maine Department of Transportation is accepting quotes to furnish, deliver and install 2 Road Weather Information Systems (RWIS), one at I-295 southbound near mile marker 8, Portland, one at I-95 southbound near mile marker 167, Etna, and one at Route 15 ,one mile south of the Monson/Shirley town line in Monson to monitor road surface conditions as well as collecting, managing and displaying of data and images in accordance with information and requirements contained herein. Exact locations to be determined by the Department by set pole. Work to be completed by December 10, 2008.

II. System Equipment and Requirements.

Vendor will notify MaineDOT one week prior to performing work at each site.

The system shall be specifically designed for monitoring and displaying pavement surface conditions, surface friction/grip, pavement temperature and roadway video images, from specified locations. Solar/cellular modem to be used for data transmission.

Non-invasive optical sensors shall be mounted on a provided structure to monitor and report roadway surface status conditions including dry, moist, wet, slush, frost, snow and ice. They will also report the reduction in friction/grip caused by these conditions. Additionally, each RWIS site shall have an integrated camera and shall communicate the images along with the surface condition, friction/grip and temperature data. The information from the RWIS site shall be collected, managed and displayed by the vendor who will host a Web site for the Department's winter maintenance operations.

Each RWIS shall include all hardware, software and licenses to make a complete system including data reporting and images.

1. Performance and Requirements:

- a. The sensors shall accurately determine condition, friction/grip and temperature of the surface of the target area of the road when installed at an angle of between 30deg and 85deg from the horizontal with a hypotenuse of 50 feet or less.
- b. The sensors shall accurately determine condition, friction/grip and temperature of the surface of the target area of the paved road irrespective of its condition.
- c. Shall automatically measure lens contamination and warn when cleaning is necessary
- d. The camera shall be a fixed position, network camera with a light sensitivity of 0.75 to 500,000 lux and shall be capable of a horizontal viewing angle of between 27° and 67°.
- e. The sensor shall be reliable enough to be moved without needing factory recalibration every time it is moved.

APPENDIX A

2. Data Reporting Ability and Image Requirements:

- a. Shall accurately determine the following surface conditions: dry, moist, wet, slush, frost, snow and ice
- b. Shall independently measure and report the amount (thickness) of water, frost/snow and ice, in any mixture of these, on the road surface
- c. Shall measure and report the water equivalent of snow up to 0.75 inches
- d. Shall report a grip/friction value corresponding to changes of friction caused by water, ice and a combination of them.
- e. Shall report a level of grip/friction that correlates with the coefficient of friction within ± 0.10 (Root Mean Square) of absolute friction value.
- f. Shall detect the onset of slippery conditions and shall detect ice layers as thin 30 μm
- g. Shall provide a surface temperature resolution of 0.2 $^{\circ}\text{F}$ in the range -40°F to 140°F with accuracy of 0.5 $^{\circ}\text{F}$ in typical freezing conditions
- h. Shall provide good quality color video images of the roadway with a minimum resolution of 640 pixels by 480 pixels.

3. Physical, Environmental and Electrical

3.1. RWIS Site Requirements:

- a. Shall operate successfully without any moving parts
- b. Shall have sensors of a weatherproof design and provide stable operation over a temperature range of -40°F to 140°F and 0-100% RH, non-condensing.
- c. Shall conform to vibration standard IEC 68-2-6, Global Outdoor, 2G
- d. Shall have electronics, other than the sensors themselves, enclosed inside a NEMA 4 non-corrosive metal enclosure that is resistant to damage by weather.
- e. Shall operate with a solar power system designed with a range of 100-130 VAC at 50-60 Hz.
- f. Shall transmit data through cellular telephone modem.
- g. Shall have six days of autonomy for the solar array.

APPENDIX A

3.2 Camera Requirements:

- a. Shall be environmentally protected with a housing to allow for successful operation in winter weather in temperatures from -10°F to+120°F. The housing shall keep the camera and lens free of rain and snow or other roadway contaminants.
- b. Shall operate with power provided by the RWIS

4. Vendor Hosted Data Management and Web Site Service

The vendor will be responsible for providing a vendor hosted data management service that will include the following:

- a. Data and image collection from each RWIS site every 10 minutes, 365 days a year
- b. Data Quality monitoring and reporting
- c. Data storage and archiving
- d. Data and image display via a vendor supplied and hosted Web site.
- e. The Web site will be designed to display all the parameters reported by the RWIS in a user friendly graph and tabular format.
- f. The Web Display shall show water, ice and frost/snow amounts (thicknesses) and grip/friction on the same graph for a minimum of a 24-hour period.

III. Training

Successful vendor must provide operating manuals for all equipment and conduct on site operator training sessions with MaineDOT employees. Training will consist of enabling employees to operate equipment effectively and able to perform basic diagnostics and minor repairs.

IV. Warranty and Service

Warranty shall be for a period of 1 year starting from the acceptance/commissioning date of the installation of the system. Written details shall be submitted with proposal stating all warranties and guarantees covering materials and workmanship. The successful vendor will carry out any repairs, services or adjustments during the warranty period for all the items purchased as a result of the proposal.

Successful vendor must ensure that in the event of equipment failure, the system shall be restored to full operating capacity within MaineDOT's reasonable acceptable time period.

APPENDIX A

V. Proposal Evaluation

An evaluation Committee will read and score each proposal on the basis of the following weighted criteria:

Criteria	Weight
1. Price	25%
2. Equipment & Features	25%
3. Qualifications	25%
4. Vendor's experience	25%

The contract award will be made to the bidder whose proposal receives the Committee's highest score following the final review.

The Committee reserves the right to request additional information from bidders and to request clarification if needed.

VI. Proposal Submission

1. Provide detail information and history/experience of your company.
2. Manufacturer's Specifications – Submit with proposal all manufacturer's specifications and literature which fully describes the unit being offered, including optional equipment and costs, with all standard equipment shown being considered included in the proposal.
3. Maintenance Service Agreement (MSA) – Submit with proposal the full annual maintenance/service agreement and cost associated with the annual MSA subsequent to the expiration of initial warranty. List any costs with respect to parts and labor for anything not covered under the MSA, availability of technicians and response time.
4. Completed and signed worksheet.
5. Price for the complete package as indicated in this RFP