

**SERVICE AND CONSTRUCTION**

**MAINE DOT FLEET SERVICES  
HVAC PREVENTIVE MAINTENANCE  
& EMERGENCY REPAIR SERVICES**

**AUGUSTA**

**2009**

# **MAINTENANCE & OPERATIONS**

## **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) Acknowledgement of Bid Amendment Form
  - c) The completed Exhibit A Worksheet
  - d) Information as requested in Section IV of the Request for Proposal
  - e) Two (2) copies of the completed and signed Contract Agreement form
  - f) 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](mailto: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 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](mailto: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.



## **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> .



## 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 "RFP Fleet Services HVAC Preventive Maintenance & Emergency Repair Services" will be received from contractors at the Reception Desk, Maine DOT Building, 24 Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on August 19, 2009, and at that time and place publicly opened and read. All other Bids may be rejected.

Description: The Maine Department of Transportation, Fleet Services is accepting proposals for annual preventive maintenance and emergency repair services for heating ventilation and air conditioning equipment located at the Fleet Services site at 105 Capitol Street, Augusta, for up to a 3 year period beginning August 31, 2009.

Location: Augusta in the county of Kennebec.

Outline of Work: Provide 2 annual service visits and emergency repair services for HVAC equipment located at 105 Capitol Street, Augusta, as specified in the Request for Proposal. Work includes but not limited to cleaning and inspecting HVAC equipment, control calibration, electrical connections, safety devices, components and burner assemblies cleaned and adjusted, filters replaced and/or cleaned, belts inspected and replaced if required and lubrication of motors, bearings, valves and other equipment, and emergency repair services.

The basis of award will be determined using the criteria set forth in the Proposal Evaluation section of Request for Proposal.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at [http://www.maine.gov/mdot/contractor-consultant-information/contractor\\_cons.php](http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php) contains a copy of the Plan Holders List, written portions of bid amendments (not drawings), and bid results. 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 bonds, performance bonds or payment bond 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.

Each Bid must be made upon blank forms provided by the Department. Request for Proposal, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They can be obtained at no cost at the Department at 24 Child Street, Augusta, Maine, between the hours of 8:00 a.m. to 4:30 p.m., or may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. or at <http://www.maine.gov/mdot/comprehensive-list-project/project-information.php>

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.maine.gov/mdot/contractor-consultant-information/contractor\\_cons.php](http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php)

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

Augusta, Maine  
July 29, 2009



MICHAEL BURNE, ASST. DIRECTOR  
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/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)

CT: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED SERVICES**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), 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 \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Request For Proposal – Fleet Services HVAC Preventive Maintenance & Emergency Repair Services
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

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

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Request For Proposal – Fleet Services Preventive Maintenance & Emergency Repair Services, and under the terms of the Contract for **HVAC Preventive Maintenance & Emergency Repair Services** in the town of **Augusta** within the county of **Kennebec**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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.**

All work under this contract will be performed between August 31, 2009 and August 30, 2010. At the Department's discretion the parties may mutually agree to extend this Contract for up to two (2) additional years on an annual basis and under all the terms of this Contract at bid pricing.

**C. Price.**

The Contract amount will be determined by the prices included on the Worksheet, Exhibit A in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amounts.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

**F. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, and Appendices contained herein for transportation-related services, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Name and Title Printed)  
Bureau of Maintenance & Operations

CT: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED SERVICES**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), 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 \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Request For Proposal – Fleet Services HVAC Preventive Maintenance & Emergency Repair Services
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

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

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Request For Proposal – Fleet Services Preventive Maintenance & Emergency Repair Services, and under the terms of the Contract for **HVAC Preventive Maintenance & Emergency Repair Services** in the town of **Augusta** within the county of **Kennebec**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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.**

All work under this contract will be performed between August 31, 2009 and August 30, 2010. At the Department's discretion the parties may mutually agree to extend this Contract for up to two (2) additional years on an annual basis and under all the terms of this Contract at bid pricing.

**C. Price.**

The Contract amount will be determined by the prices included on the Worksheet, Exhibit A in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amounts.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

**F. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, and Appendices contained herein for transportation-related services, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Name and Title Printed)  
Bureau of Maintenance & Operations

CT: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED SERVICES**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), 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 ME, with its principal place of business located at COMPANY ABC, with a mailing address of ABC STREET, ANYTOWN, ME 00000, and a telephone number of (123)456-7890.

The Vendor Customer Number of the Contractor is VC00000000.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Request For Proposal – Fleet Services HVAC Preventive Maintenance & Emergency Repair Services
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

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

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Request For Proposal – Fleet Services HVAC Preventive Maintenance and Emergency Repair Services, and under the terms of the Contract for **HVAC Preventive Maintenance & Emergency Repair Services** in the town of **Augusta** within the county of **Kennebec**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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.**

All work under this contract will be performed between August 31, 2009 and August 30, 2010. At the Department's discretion the parties may mutually agree to extend this Contract for up to two (2) additional years on an annual basis and under all the terms of this Contract at bid pricing.

**C. Price.**

The Contract amount will be determined by the prices included on the Worksheet, Exhibit A of Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amounts.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

**F. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, and Appendices contained herein for transportation-related services, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: Contractor further agrees to provide insurance as required by this Contract.

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

*(date here)*

CONTRACTOR  
*(sign here)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)  
*(print name here)*

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Name and Title Printed)  
Bureau of Maintenance & Operations



**MAINE DEPARTMENT OF TRANSPORTATION**  
**REQUEST FOR PROPOSALS**  
**Fleet Services HVAC Preventive Maintenance**  
**& Emergency Repair Services**

The MaineDOT, Fleet Services, Augusta, is accepting Proposals with intent to award a contract for the purpose of providing the MaineDOT, Fleet Services, Augusta, with annual preventive maintenance services and emergency repair services for HVAC units listed in Exhibit A of Attachment A. The contract will be awarded for the period of August 31, 2009 to August 30, 2010 with the option to renew up to two (2) additional one-year periods at the Department's discretion.

**I. SCOPE OF WORK & REQUIREMENTS**

**A. Preventive Maintenance for Heating equipment** - provide two (2) service visits per contract year on heating equipment listed in Exhibit A of Attachment A at the time intervals listed below:

- ▶ First year - first preventive maintenance will be completed before October 15, 2009 and second visit will be scheduled during the winter months.
- ▶ Second year – first preventive maintenance will be completed between August 15, 2010 and October 15, 2010 and second visit will be scheduled during the winter months.
- ▶ Third year - first preventive maintenance will be completed between August 15, 2011 and October 15, 2011 and second will be scheduled during the winter months.

a. First Annual service visit is to perform preventive maintenance to each unit and shall include but not limited to the following:

1. All safety devices will be cleaned, overhauled and adjusted as necessary.
2. All furnaces and heat exchangers will be cleaned and inspected.
3. Fireside of boilers will be opened, cleaned and inspected. Soot will be disposed of in accordance with all federal, state and local regulations.
4. All controls will be cleaned and calibrated.
5. All electrical connections will be inspected and tightened if required.
6. All corroded components will be cleaned and reported.
7. All units will be started to ensure trouble-free operations.
8. All heating equipment will be fired, tested and adjusted for maximum efficiency.
9. All burner assemblies will be cleaned and adjusted as specified by the manufacturers' specifications.
10. All filters will be replaced with pleated filters
11. All motors, bearing, valves and other equipment requiring lubrication will be cleaned, lubricated and adjusted.
12. All motors, pumps, fans couplings, seals and mounts will be inspected and adjusted.
13. Drive belts will be inspected and replaced as required.
14. Defective and inoperative equipment will be identified and reported immediately.

b. Second service visit to be conducted during the heating season (winter) and will be scheduled in coordination with MaineDOT personnel and shall include:

1. Perform operational inspection of all heating equipment listed in Exhibit A, Attachment A and its components.

## ATTACHMENT A

2. Equipment is to be adjusted for maximum efficiency.
3. Defective and inoperative equipment will be identified and reported immediately.

**B. Preventive Maintenance for Air Conditioning and Ventilation Equipment** - provide two (2) service visits per contract year on heating equipment listed in Exhibit A of Attachment A at the time intervals listed below:

- ▶ First year - first preventive maintenance will be completed between April 1, 2010 and May 15, 2010 and second visit will be scheduled during the summer months.
- ▶ Second year – first preventive maintenance will be completed between April 1, 2011 and May 15, 2011 and second visit will be scheduled during the winter months.
- ▶ Third year - first preventive maintenance will be completed between April 1, 2012 and May 15, 2012 and second will be scheduled during the winter months.

a. First Annual service visit is to perform preventive maintenance to each unit and shall include but not limited to the following:

1. Equipment will be cleaned and inspected for proper airflow.
2. Coils and blowers will be inspected, brush-cleaned and vacuumed
3. Disposable filters will be replaced with pleated filters and washable filters will be cleaned.
4. Motors, pumps, fans, couplings, seals and mounts will be inspected and checked for proper operation and condition.
5. Motors, bearings, automatic valves and other equipment requiring lubrication will be lubricated as required and adjusted.
6. Safety Devices will be cleaned and checked for proper operation.
7. OEM temperature controls will be cleaned and calibrated.
8. Electrical connections will be inspected and tightened.
9. Drive belts will be replaced, aligned and tensioned.
10. Air conditioning and ventilation equipment will be tested and adjusted for maximum efficiency.
11. Defective and inoperative will be identified and reported immediately.

b. Second service visit to be conducted during the cooling season (summer) and will be scheduled in coordination with MaineDOT personnel and shall include:

1. Perform operational inspection of all air conditioning and ventilation equipment listed in Exhibit A, Attachment A and its components.
2. Equipment is to be adjusted for maximum efficiency.
3. Defective and inoperative equipment will be identified and reported immediately.

**C. Emergency Repair Services** – Provide emergency repair services to HVAC equipment listed in Exhibit A. Proposal should include hourly rates for performing work at the designated locations. The hourly rates shall be full compensation for performing the work, travel costs, miscellaneous materials and items, and all overhead and incidentals necessary to complete the work. Hourly rates to begin upon arrival at the location and end with the departure from the facility. Travel time and costs shall not be measured for payment and will be considered incidental to the hourly rate. HVAC replacement parts shall be billed on an itemized invoice. Miscellaneous items and materials shall not be billed separately, but shall be considered incidental to related items. Response time to emergency services must be within 24 hours of call.

D. Preventive maintenance service visits must be scheduled and coordinated with MaineDOT contact listed on the attached worksheet prior to service. Work to be performed during MaineDOT operating hours.

E. Service reports stating: date, time, technician's name, work completed, location of heat unit, unit # and notation of obvious problems or recommendations for repairs, will be completed and left on site.

**ATTACHMENT A**

- F. Update or place service log on each unit and indicate date of service, type of service performed and technicians name.
- G. Service and parts needed over and above what is specified in this agreement must be authorized by the MaineDOT prior to any work performance or replacement.

**II. PROPOSAL SUBMISSION**

- A. MaineDOT is requesting annul lump sum Proposal for preventive maintenance for each location, and requesting hourly rate for emergency repair service. Proposers are to use the Proposal worksheet (Exhibit A of Attachment A). Proposal shall be full compensation for performing work listed (see page 1, I. Scope of Work and Requirements) at designated locations, travel and truck costs, labor, disposal fees, miscellaneous materials and items, and all overhead and incidentals necessary to complete the work.
- B. Proposers may schedule site visits prior to submitting Proposal by calling the “Contact” listed on the worksheet.

**III. GENERAL INFORMATION**

This RFP does not commit MaineDOT to pay any costs incurred in preparing and submitting your proposal, or in procuring or sub-contracting for services or supplies related to the proposal. MaineDOT reserves the right to reject any and/or all proposals.

**IV. PROPOSAL SUBMISSION**

Proposal should include detail description and history of your business, number of licensed technicians qualified to perform services, 3 references and complete Proposal worksheet (Exhibit A).

**V. PROPOSAL EVALUATION**

An Evaluation Committee will read and score each proposal.

The Proposals will be scored on the basis of the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
1. Vendor experience and qualifications	25%
2. Price	50%
3. References	25%

The contract award will be made to the Proposer whose Proposal receives the Committee’s highest score following the final review.

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

The details of the evaluation process will be provided to interested parties, upon request, after selection of the apparent successful proposal.

**Fleet Services Preventive Maintenance & Emergency Repair Services Proposal Worksheet**

Maine Department of Transportation, Fleet Services  
105 Capitol Street  
Augusta, ME 04333

Contact: Dan Howlett  
Telephone: (207)215-2088  
E-mail: dan.howlett@maine.gov

*All equipment is located at Fleet Services site on 105 Capitol Street, Augusta*

**BOILERS:**

Equipment #	Make	Site Location	Annual lump sum bid(includes 2 service visits per year as stated in RFP)
BLR-01	Kewanee	Heavy Equipment Floor	
BLR-02	HB Smith	Behind Paint Shop, outside entrance	
BLR-03	York Power	Behind Sign Shop, outside entrance	

**FURNACES:**

Equipment #	Make	Site Location	Annual lump sum bid(includes 2 service visits per year as stated in RFP)
FRN-01	Cox	Warehouse - back wall	
FRN-02	Clean Burn	Tire Shop - left side entering the building	
FRN-03	Airco	Tire Shop - back wall	
FRN-04	Olsen	Sand Blasting Shed	

**AIR HANDLERS:**

Equipment #	Make	Site Location	Annual lump sum bid(includes 2 service visits per year as stated in RFP)
AHU-01	Trane	Cafeteria - upstairs	
AHU-02	Trane	Upstairs equipment office	
AHU-03	Trane	Paint prep shop	

**Fleet Services Preventive Maintenance & Emergency Repair Services Proposal Worksheet**

Maine Department of Transportation, Fleet Services  
105 Capitol Street  
Augusta, ME 04333

Contact: Dan Howlett  
Telephone: (207)215-2088  
E-mail: dan.howlett@maine.gov

**OTHER:**

Quantity	Equipment	Annual lump sum bid(includes 2 service visits per year as stated in RFP)
5	Circulator Pumps	
2	Fuel Oil Pumps	
2	Steam Humidifiers	

**EMERGENCY REPAIR SERVICES:**

Hourly rate for emergency repair service for equipment listed above at Fleet Services Augusta:

Straight Hourly Rate \$

Premium OT Rate (hours outside the allowable work times listed under Special Provisions) \$

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (Legally authorized Representative of Proposer) Date: \_\_\_\_\_

(Print)

SPECIAL PROVISIONS  
FOR STATE FUNDED TRANSPORTATION RELATED MAINTENANCE SERVICES

1. **BENEFITS AND DEDUCTIONS** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

2. **INDEPENDENT CAPACITY** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

3. **DEPARTMENT'S REPRESENTATIVE** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution of the Contract, to take actions needed to assure that the Contractor's Work conforms with the Contract, to decide questions regarding quality and acceptability of Work, to suspend Work, to reject Unacceptable or Unauthorized Work and to refuse to approve Progress and Final Payments until Unacceptable or Unauthorized Work is corrected. The Contract Administrator shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor. Unless authorized by the Contract Administrator, other Departmental employees are not authorized to alter or waive the provisions of the Contract or to issue instructions contrary to the Contract.

The Department has the authority to inspect all Materials and every detail of the Work. The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

4. **CONTRACT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Contractor shall be submitted to the Department's Project Manager who is designated as the Contract Administrator on behalf of the Department for this Contract, except where specified otherwise in this Contract.

5. **CHANGES IN THE WORK** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any changes to the Contract that affect

compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

6. **SUBCONTRACTS** The Contractor shall at all times provide all Superintendents, forepersons, laborers, inspectors, Subcontractors, subconsultants, Equipment, Materials, and Incidentals needed to perform the Work in Conformance with the Contractor's Schedule of Work and within the Contract Time.

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Contract Administrator, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person.

The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. The Contractor agrees to indemnify, defend, and hold harmless MaineDOT from and against all claims and causes of action arising out of any act or omission of Contractor's subcontractors, their agents, representatives, and employees. The Contractor agrees to indemnify the MaineDOT and hold it harmless from any claims asserted by, against or on behalf of Contractor's subcontractors. Included in this release is the Contractor's agreement to waive any claims against MaineDOT to recover losses allegedly suffered by a subcontractor. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of the Contract shall in any case release the Contractor of its liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post

in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **EMPLOYMENT AND PERSONNEL** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis pursuant to this Contract any personnel who are or have been at any time during the period of this Contract in the employ of the State of Maine, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Contract any retired employee of MaineDOT who has not been retired for at least one year without the written consent of the State Purchases Review Committee. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be

binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State of Maine at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or at any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the State Purchases Review Committee. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **WARRANTY OF NO COLLUSION** The Bidder hereby certifies that it has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of competitive bidding in connection with this Contract. For breach or violation of this warranty, MaineDOT shall have the right to annul this Contract without liability. Further, MaineDOT shall have the right to recover the full amount of such fee, commission, gift, or the value of consideration that may have been transferred by the Contractor in violation of this clause.

12. **RECORDS; ACCESS** The Contractor and its subcontractors shall maintain all books, documents, payrolls, papers, accounting records and information of any type on any medium ("Project Records") that pertain to this Contract for such period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Upon request by MaineDOT, the Contractor and its subcontractors shall make Project Records available for inspection and must provide MaineDOT with copies at all reasonable times without cost or liability to MaineDOT.

13. **TERMINATION** The performance of work under the Contract may be terminated by MaineDOT in whole or in part whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Contract is terminated and the date on which such termination becomes effective. The Contract shall be equitably adjusted to compensate for such termination and modified in writing to reflect adjustments.

14. **GOVERNMENTAL REQUIREMENTS** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations.

15. **GOVERNING LAW** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine

administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine. The Contractor shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

16. **STATE HELD HARMLESS** The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Claims to which this indemnification applies include, but are not limited to, the following: (i) claims suffered or incurred by any Contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Contract; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Contract; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department’s negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.

The Department's employees and other representatives act solely as representatives of the Department when conducting and exercising authority granted to them under the Contract. Such persons have no liability either personally or as Department employees.

17. **NOTICE OF CLAIMS** The Contractor shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

18. **INSURANCE** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

**Workers' Compensation** For all Work performed by the Contractor and any subcontractor, the Contractor and each subcontractor shall carry Workers' Compensation

Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

Commercial General Liability With respect to all Work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than \$100,000.00 per occurrence and \$400,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$300,000.00 per occurrence.

Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Department of Transportation as an additional insured.

19. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20. **INTEGRATION** 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 Agreement, Transportation Related Services
- Bid Amendments (most recent to least recent)
- Appendix A – Special Provision Specifications of Work to be Performed or Request for Proposal
- Appendix B – Special Provisions for State Funded Transportation Related Services
- Any remaining appendices in alphabetical order.
- Any remaining Special Provisions
- The Department's Notice to Contractors and any amendments

State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 as updated through advertisement, Sections 101, 102, 103 and 111.

21. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

22. **FURNISHING OF OTHER PROPERTY RIGHTS, LICENSES AND PERMITS** The Contractor shall acquire, at its sole expense, all property rights outside the Project Limits needed for construction staging, yarding, construction, waste disposal, or other Project-related purpose. The Contractor shall also acquire, at its sole expense, all licenses, Permits and other permissions that are necessary or appropriate to perform the Work that are not furnished by the Department.

23. **ALLOWABLE WORK TIMES** Work can be performed at any time except Saturdays, Sundays and Holidays, unless expressly specified otherwise in this Contract. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday. Saturday, Sunday or Holiday work must be approved by the Department. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

24. **SET-OFF RIGHTS** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MaineDOT's right to withhold and take possession of monies due to the Contractor under this Contract up to any amounts the Contractor owes to the State of Maine pursuant to this Contract or any other contract, including any contract for a term commencing prior to the term of this Contract, plus any amounts that Contractor owes the State of Maine for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. **WORKERS AND EQUIPMENT** The Contractor shall at all times provide all Superintendents, forepersons, laborers, inspectors, Subcontractors, subconsultants,

Equipment, Materials, and Incidentals as needed to perform the Work in Conformance within the Contract Time.

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Contract Administrator, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person. The employee shall not be employed again in any portion of the Work without prior approval from the Contract Administrator.

Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Contract Administrator may suspend the Work by written notice until such orders are complied with.

All persons employed by or through the Contractor, except for registered trainees, shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person or the Project without cost or liability to the Department. If the Department determines that such person's performance jeopardizes the intent of the Contract otherwise, the Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Workers. Upon Receipt of such notice, the Contractor shall take any action it determines necessary to fulfill its obligations under the Contract.

26. **HEALTH AND SAFETY** The Contractor shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA.

27. **ENVIRONMENTAL REQUIREMENTS**

**Hazardous Materials** If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil or water, an oily sheen on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas of the Project unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

**Waste Materials** All waste materials shall be disposed of in accordance with all federal, State, and local laws.

**Environmental Non-compliance - Remedies and Costs** The Contractor shall be in non-compliance if it, or Subcontractors at any tier, fail to comply with the terms of this

Contract or any applicable environmental or land use law or regulation including Project specific permit conditions.

If the Contractor is in non-compliance, the Department may, at its discretion:

A. Withhold all Progress Payments, or any portion thereof, during the period the Contractor is in non-compliance;

B. Remedy such non-compliance using State forces or another Contractor and deduct all costs incurred by the Department from Progress Payments. Such costs include direct costs, Project Engineering costs, and Contractor costs from amounts otherwise due the Contractor, and/or

C. Suspend the Work for cause and without cost or liability to the Department. Said suspension shall continue until the Contractor has addressed all non-compliance issues as directed by the Department.

The Contractor shall be responsible for any fines and penalties assessed by environmental or land use regulatory agencies due to such non-compliance. Such penalties may be withheld from amounts otherwise due the Contractor.

28. **MATERIAL QUALITY** Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract.

When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications.

Materials shall meet the requirements of the contract at the time they are incorporated into the work.

The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

29. **WARRANTY PROVISIONS** The Contractor unconditionally warrants and guarantees that the project will be free from warranty defects for 30 days from the date of Final Acceptance. Final Acceptance includes receipt of all conforming closeout documentation. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to promptly perform all remedial work at no additional cost or liability to the Department.

Warranty Definitions Notwithstanding any other provision of the Contract, the following words or phrases have the following definitions for the purposes of the Contractor's warranty obligation under this Contract.

Warranty Defects Conditions that result from material, manufacture, or workman-ship and that are not in conformity with the Contract or with industry standards applicable to the work prevailing at the time of submission of the bid. Warranty defects do not include (A) normal wear and tear, and (B) conditions caused by occurrences clearly beyond the Contractor's control and not attributable to material, manufacture, or workmanship. Examples of such excepted occurrences might be fires, floods, abnormally poor weather for the site of work, accidents, improper use, improper maintenance, vandalism, or acts of God.

Emergency Emergency means necessary for public safety or convenience, as deter-mined by the Department.

Promptly Unless an emergency, "Promptly" means in the first construction season after the Contractor has been notified of the defect(s), but always within one year of such notice. In case of emergency, Promptly means within 48 hours.

Remedial Work "Remedial Work" means all work necessary to make the item in like new condition as reasonably determined by the Department and performed in accordance with the Contract and in a good and skillful manner. Remedial Work includes all design, permitting, project management, supervision, materials, and labor, including erosion control and traffic control.

Remedial Work Procedure and Requirements Within (30) Days of being notified of warranty defects, the Contractor shall submit to the Department for approval a Remedial Work Plan including the scope of work, conceptual work methods, schedule, construction phasing, and other significant aspects of the work (the "Work Plan"). Unless otherwise provided by the Department in writing, any work commenced prior to Department's approval of the Work Plan will be at the Contractor's sole risk. Before starting any on-site work, the Contractor shall deliver to the Department certificates of insurance complying with Section 18. Insurance.

If (A) the Contractor fails to submit a Remedial Work Plan, (B) the Contractor does not comply otherwise with written instructions from the Department, or (C) a State of emergency exists in which delay would cause serious risk of loss or damage, then the Department may perform or Contract for such remedial work and the Contractor will be responsible for all claims, costs, damages, losses, and expenses arising out of such work including fees and charges of engineers, consultants, attorneys, dispute resolution professionals, and court costs.

Upon a final inspection satisfactory to the Department, the Department will issue a written acceptance of the remedial work. The Contractor warrants and guarantees all remedial work to be free from warranty defects for one year after such acceptance.

Other Warranty Provisions The Contractor hereby assigns to the Department the right to enforce all manufacturer's warranties or guarantees on all materials, equipment or products purchased for the work that exceed the nature or duration of the warranty obligations assumed by the Contractor under this Contract.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

30. **PAYMENT**

Right to Withhold Payments The Department may withhold payments claimed by the Contractor on account of:

- A. Defective Work,
- B. Damages for Non-conforming Work,
- C. Failure to provide the Department the opportunity to inspect the Work,
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Substantial evidence that the Project cannot be completed for the unpaid balance,
- H. Substantial evidence that the amount due the Department will exceed the unpaid balance,
- I. Regulatory non-compliance or enforcement,
- J. Failure to submit Closeout Documentation
- K. All other causes that the Department reasonably determines negatively affect the State's interest.

Taxes, Fees, Allowances, and Notices The Contractor shall pay all taxes, charges, fees, and allowances and give all notices necessary and incidental to the due and lawful prosecution of the Work. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract.

Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax located at 36 M.R.S.A. §1760, subsections (2) and (61).

31. **NOTICE REQUIRED** When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in Contract requirements ("Issue"), then the Contractor shall notify the Contract Administrator within 48 hours and before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or

any other change to Contract requirements without a timely Notice of Issue for Consideration.

32. **ENTIRE CONTRACT** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

## SPECIAL PROVISIONS

Contract Administrator The contract administrator for this contract will be:

Name: Dan Howlett  
Title: Equipment Supervisor  
Address: Maine Department of Transportation, Fleet Services  
105 Capitol Street, State House Station #26  
Augusta ME 04330

Allowable Work Times The Contractor shall perform work only during the following times Monday through Friday, 6:30AM through 4:30 PM except for they may not work on holidays as defined in Appendix B nor August 7, 2009, September 4, 2009, October 9, 2009, December 24, 2009, January 15, 2010, February 16, 2010, March 12, 2010, April 20, 2010, May 28, 2010, July 2, 2010, or August 6, 2010.. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

Changes 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.

Responsibility for Damage to Work Except for damage to Project caused by Uncontrollable Events, the Contractor shall bear all risk of loss relating to the Work until Final Acceptance, regardless of cause, including completed Work, temporary Structures, and all other items or Materials not yet incorporated into the Work.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged Work or otherwise make good any losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to Promptly commence and continue such rebuilding, etc., the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor.

Responsibility for Property of Others The Contractor shall not enter private property outside the Project Limits without first obtaining permission from the Owners.

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor until Final Acceptance. The preceding sentence includes damage to vehicles passing through the Work area.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to commence and continue such rebuilding, etc. in a timely manner, the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.

Invoices and Payments The Department will pay based upon prices bid and the invoices provided and approved by the Department. Invoices shall be submitted by the Contractor to the Department for payment. The Contractor shall submit an itemized bill along with a copy of the service report to the Department for services at the completion of the project for approval and payment. Invoices shall include the following minimum information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Service
- Location of Service
- Description of service and equipment number

The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. The Contractor agrees to waive all claims related to the timing and amount of such estimates.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, travel, trucks, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work.

No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

Quality and Standards

The Contractor shall comply with all contract requirements in performance of the work.

If there is no applicable standard set forth in this Contract for a particular item of work, then the Contractor shall perform that item of work in accordance with industry standards prevailing at the time of bid.

Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. Where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications.

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

The Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

Default and Termination

The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide labor or Equipment specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when as authorized in the Contract.
- D. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- E. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

- 1<sup>st</sup> Incident: If the Contractor does not take corrective action within 14 days upon receipt of verbal warning, the Department will issue a written warning.
- 2<sup>nd</sup> Incident: The Department will issue a written warning.
- 3<sup>rd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of

Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

**SPECIAL PROVISION**  
**BASIS OF AWARD**

The successful bidder is determined by using the weighted criteria described in the Request for Proposal. The award will be granted to the bidder with the Evaluation Committee's highest total score.

**SPECIAL PROVISION SECTION 101**  
**CONTRACT INTERPRETATION**

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“ The Bidder with the highest scored responsive Bid as determined by the Department is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidder 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.”

**SPECIAL PROVISION SECTION 102**  
**DELIVERY OF BIDS**

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 completed Acknowledgement of Bid Amendments form, Request for Proposal information and worksheet, 2 copies of the completed Contract Agreement form and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

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...”.

**SPECIAL PROVISION 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.”

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 certificates, special certifications, and other information from the Apparent Highest Scored Bidder. The Apparent Highest Scored Bidder is determined by using the weighted criteria described in the Request for Proposal. The award will be granted to the bidder with the Evaluation Committee’s highest total score if the bid is determined to be responsive, the pre-Award Conditions are met and the Department chooses to Award the Contract. 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 the Department and the Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.