

SERVICE AND CONSTRUCTION

**FRYEBURG INFORMATION CENTER
MAINTENANCE**

(NO PIN PROJECT)

REGION 1

2011

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. the completed Acknowledgement of Bid Amendments form
 - c. the completed Appendix A Worksheet
 - d. All information as requested in Section VI of the Request for Proposal
 - e. two (2) copies of the completed and signed Contract Agreement, Transportation Related Maintenance Services
 - f. The completed Contractor Information Sheet
 - g. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. For security and other reasons, all Bid Packages which are mailed or delivered, 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 hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 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. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 24 Child Street, 16 State House Station, Augusta, ME 04333-0016.
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

January 30, 2004
Supercedes February 11, 2003

NOTICE

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

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

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments in their bids using the Acknowledgement of bid Amendment Form.

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

NOTICE

Bidders:

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

Vendor Registration

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

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

CONTRACTOR INFORMATION

(Date)

(Signature)

(Name and Title Printed)

(Contractor Name)

Vendor Customer Number

Mailing Address:

Street/PO Box City State Zip

phone fax email

Sole Proprietorship - Partnership - (circle one)

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

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Scaled Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "RFP, Region 1, Fryeburg Information Center Maintenance" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on May 18, 2011, and at that time and place publicly opened and read. Bids will be accepted from all bidders.

Description: Fryeburg Information Center Maintenance

Location: In Oxford County, project is located in Fryeburg

Outline of Work: Provide all labor, equipment, supplies and materials as specified in Request for Proposal, to perform custodial services and outside maintenance.

Potential bidders are required to attend a scheduled site visit at the Fryeburg Information Center on Tuesday, May 10, 2011, at 11:00 a.m.

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/contractors/> contains a copy of the schedule of items, 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.

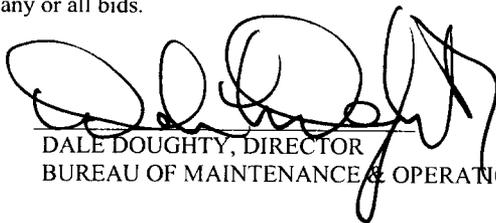
Request for Proposals, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Scarborough. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m. 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/contractors/>

This Contract is subject to all applicable State 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/contractors/publications/>.

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

Augusta, Maine
April 27, 2011


DALE DOUGHTY, 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/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE 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 for Region 1 Fryeburg Information Center Maintenance
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services
- Appendix C – Special Provisions

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 for Region 1 Fryeburg Information Center Maintenance, and under the terms of the Contract for **custodial and outside maintenance services**, in the town of **Fryeburg** in the County of **Oxford**, 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 for one year starting July 1, 2011. At the Department's discretion the parties may extend the 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.

Monthly fixed Bid Price from Appendix A will be used as the basis for determining the original contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Supplemental Specifications, Special Provisions, Appendices 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.

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Agreement.

The undersigned, having carefully examined the site of work, scope of work, Appendices contained herein for transportation-related services, State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions, and Contract Agreement, 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 on July 1, 2011, 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.

Fourth: That this offer shall remain open for 45 calendar days after the date of opening of bids.

Fifth: 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 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 for:

Fixed rate per month \$ _____

Contract amount is \$ _____

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)

Maintenance & Operations

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE 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 for Region 1 Fryeburg Information Center Maintenance
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services
- Appendix C – Special Provisions

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 for Region 1 Fryeburg Information Center Maintenance, and under the terms of the Contract for **custodial and outside maintenance services**, in the town of **Fryeburg** in the County of **Oxford**, 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 for one year starting July 1, 2011. At the Department's discretion the parties may extend the 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.

Monthly fixed Bid Price from Appendix A will be used as the basis for determining the original contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Supplemental Specifications, Special Provisions, Appendices 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.

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Agreement.

The undersigned, having carefully examined the site of work, scope of work, Appendices contained herein for transportation-related services, State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions, and Contract Agreement, 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 on July 1, 2011, 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.

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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 for:

Fixed rate per month \$ _____

Contract amount is \$ _____

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)

Maintenance & Operations

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
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The Vendor Customer Number of the Contractor is VC000000000 .

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

- Appendix A – Request for Proposal for Region 1 Fryeburg Information Center Maintenance
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services
- Appendix C – Special Provisions

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A. The Work.

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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 for one year starting July 1, 2011. At the Department's discretion the parties may extend the 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.

Monthly fixed Bid Price from Appendix A will be used as the basis for determining the original contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Supplemental Specifications, Special Provisions, Appendices 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.

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

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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 on July 1, 2011, 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.

Fourth: That this offer shall remain open for 45 calendar days after the date of opening of bids.

Fifth: 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 executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

<p><i>(DATE HERE)</i></p> <hr/>	<p>CONTRACTOR <i>(SIGN HERE)</i></p> <hr/>
<p>Date Representative</p>	<p>(Signature of Legally Authorized of the Contractor)</p>
	<p><i>(PRINT NAME HERE)</i></p> <hr/>
	<p>(Name and Title Printed)</p>

G. Award.

Your offer is hereby accepted for:

Fixed rate per month \$ _____

Contract amount is \$ _____

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

MAINE DEPARTMENT OF TRANSPORTATION

_____ Date

_____ By:

_____ (Name and Title Printed)

Maintenance & Operations

APPENDIX A
MAINE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS



**Region 1, Fryeburg Information
Center Maintenance**

The MaineDOT Region 1, Scarborough Office is accepting Proposals with intent to award a contract for the purpose of providing custodial services and outside maintenance services at the Fryeburg Information Center, Route #302, Fryeburg, Maine. The contract will be awarded for a one (1) year period starting July 1, 2011, with the option to renew up to two (2) additional one year periods at the Department's discretion.

I. BACKGROUND

The Fryeburg Information Center was built in 2007, and the interior is approximately 1,800 square feet. It houses Maine Tourism office, vending machine area, and restrooms. The outside lawn area covers approximately a ½ acre. Business hours are 7 days a week, 7:00 a.m. to 5:00 p.m., year round.

II. SCOPE OF WORK AND REQUIREMENTS

A. Perform Custodial services and outside maintenance as described in this RFP. Listed below, but not limited to, are general activities that are to be completed and frequency of activities. Frequency may be increased if needed or required by mutually agreeable change request, but may not be decreased without written approval and accepted by the Contract Administrator.

1. Daily Activities

- a. Vacuum carpets and mats, sweep and mop all non-carpeted floor areas and stairs.
- b. Dust Counters, furniture, windows and other dust collecting surfaces.
- c. Clean glass/mirror surfaces to remove smudges, fingerprints, etc.
- d. Clean up trash and other items (including bottles and cans that should go into the recycling can) from all areas except offices.
- e. Collect and empty trash in all areas.
- f. Completely clean and disinfect restrooms, including toilets, urinals, washbasins, stall walls, mirrors, door handles and other fixtures twice a day.
- g. Check and fill hand soap dispensers, toilet paper dispensers and paper towels.

2. Weekly Activities

- a. Clean storage rooms by sweeping, mopping, dusting and cleaning as necessary.
- b. Wet mop, wax and buff all high traffic areas.
- c. Wash desktops in offices, clean and disinfect phones and other fixtures.
- d. Clean cob webs which may appear near ceiling, light fixtures, etc.
- e. Clean top of heating registers for dust.

APPENDIX A
MAINE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS

3. Semi-Annually

- a. Shampoo all rugs.
- b. Wash windows inside and out
- c. Clean light fixtures
- d. Clean upholstery and chairs.

4. Outside Maintenance

- a. Mow lawn weekly during the growing season.
- b. Trim boarder of lawn weekly
- c. Maintain shape of shrubbery and water
- d. Maintain and water outside flower beds
- e. Walk way snow removal and treatment with sand/salt provided by MaineDOT, to be completed in a timely manner and regularly during a storm when the Information Center is open.

5. Other Work

- a. Replace light tubes/ bulbs as needed.
- b. Unclaimed articles/items found in or about the work areas will be turned in immediately to the Contractor Administrator.

- B. The Information Center shall be clean, litter free and attractive at all times. Unless otherwise specified, all Work is to be performed 7 days a week during business hours which are 7:00 a.m. to 5:00 p.m., year round. Should occasion arise that work must be performed outside of business hours, the Contract Administrator is to be notified in advance and must be pre-approved. Contractor will supply a schedule for Work items other than the ones required to be completed on a daily basis.
- C. The Contractor is to report deficiencies and items needing maintenance or repair such as inoperative water fixtures, lights, commodes, etc., and any infestations of cockroaches, water bugs, silver fish, mice, rats, etc., to MaineDOT promptly. MaineDOT is responsible for making repairs and exterminations at the Information Center.
- D. Equipment – The Contractor will furnish all equipment needed to complete the Work. Contractor’s equipment shall be of size and type suitable for accomplishing the various phases of work described and requested and shall have a low noise level of operation. Contractor shall provide a commercial/industrial vacuum cleaner equipped with a HEPA filter, and also provide self-contained carpet cleaner capable of providing 50 PSI (pounds per square inch) of cleaning solution with an extractor capable of 100 inches of water lift. Equipment considered by the Contract Administrator or MaineDOT representative to be improper or inadequate shall be removed from the worksite and replaced with satisfactory equipment.
- E. Material and Supplies –
- a. The Contractor will furnish all materials required to complete Work and will supply items including interior and exterior entry mats, sanitary napkins and tampons where dispensers are provided. MaineDOT will supply paper towels, hand soap, toilet paper, energy efficient light tubes/bulbs and plastic liners.
 - b. All materials and supplies used to complete Work shall have the necessary Under-writers seal of approval, be OSHA approved, be non-slip if applicable and will otherwise create no harmful or hazardous conditions. Any

APPENDIX A
MAINE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS

doubtful flammable or otherwise harmful materials may be submitted to the State of analysis upon request. Contractor shall submit with bid, a complete listing, by manufacturer's name and/or number, of cleaning supplies, chemicals, and floor finishes proposed to use to complete Work. The Contractor must maintain on the premises a complete set of Material Safety Data Sheets (MSDS) and have them accessible to MaineDOT personnel.

- c. The Contract Administrator may require samples of supplies before the Contractor commences Work or at any time during the contract period to determine compliance with the standards and specifications in this RFP. Any of the materials found to be not satisfactory to the MaineDOT will not be used and substituted materials must be approved before use.
- d. Outside trash dumpsters for common non-hazardous rubbish will be provided by MaineDOT for Contractor use.

III. USE OF FACILITY

- A. The janitorial closet is available for use by the Contractor without cost for the purpose of storing materials and equipment, excluding flammable materials. Contractor will be responsible for the orderliness of the closet at all times. Bulk storage of large quantities of paper goods, cleaning chemicals, etc. is not permitted.
- B. MaineDOT will not be responsible in any way for damages or losses to the Contractor's stored supplies, materials, or equipment; the supplies, materials and equipment being used throughout the building; or the Contractor's and their employees' personal belongings brought into the building.
- C. Upon completing work in each area within the building, the Contractor's personnel will assure that all windows are closed, lights are off and all entrance doors are locked prior to leaving the area. The preceding would not apply if the Contractor has completed work substantially prior to the close of business.

IV. CONTRACTOR PERSONNEL & RESPONSIBILITIES

- A. Contractor and their employees shall not utilize or operate State-owned equipment of any type without specific authorization of the Contract Administrator or State employee. This is to include, but is not limited to all office machines, telephones, etc.
- B. The Contractor will screen all personnel to assure MaineDOT that all employees are of good character. The Contractor shall employ only personnel skilled or capable of becoming skilled in janitorial work.
- C. Safety – The Contractor is responsible for instructing employees in safety measures considered appropriate. The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such manner to create safety hazards and will provide appropriate warning signs for slippery floor areas caused by cleaning or waxing operations. Contractor and their employees shall be required to interrupt their work at any time to allow passage of personnel and the public.

Cloths, mops or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be disposed of or stored outside the building in tight metal containers, to be furnished by the Contractor. Cleaning solutions shall be disposed of in slop sinks provided for this purpose. Any flammable cleaning solutions shall be immediately and adequately flushed down. Covers will be in place on trash receptacles at all times.

- D. Contractor must comply with all Federal and State safety laws and regulations, including OSHA and MSDS requirements.

APPENDIX A
MAINE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS

- E. Contractor and their employees shall be provided with appropriate name tags identifying the person and employer, and must be displayed at all times.
- F. The Contractor shall at all times provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. When there is more than one full time employee involved, the Contractor will have a responsible supervisor in the building when the Work is being conducted. The Contractor shall also instruct the Contract Administrator how the Contractor or supervisor can be contacted during hours outside of business hours.
- G. The Contractor and their employees must treat with the strictest confidence any and all material information, written/verbal, kept or maintained in the premises.
- H. Any employee of the Contractor who may, in any manner, be unsatisfactory to MaineDOT, either because of mannerisms, crude habits, criminal records or other reasons, shall immediately be replaced by another employee upon request of the Contract Administrator.
- I. Subcontractors hired for this contract are subject to all terms and conditions of the prime contract and must supply Certificate of Insurance in the same amount as the prime contractor. No more than 15% of the Work under this contract may be performed by subcontractors and MaineDOT reserves the right to remove any unsuitable subcontractor.
- J. Inspections of the Work will be made by the Contract Administrator or designee and if in the judgment of the Contract Administrator or designee, the appearance of the area under contract does not meet the standards set forth herein, the Contractor will be required to take immediate corrective action, and all payments for services shall cease until the level of housekeeping required has been attained.

The Contractor will ensure the Work is performed and meets the following standards and services as specified below. MaineDOT will use these standards for inspections and evaluations of Work in the contracted area.

Standards:

- 1. Dusting – Properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs.
- 2. Plumbing Fixtures and Dispenser Cleaning – Plumbing Fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust streaks, film odor or stains.
- 3. Sweeping – A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt or grit.
- 4. Spot Cleaning – A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.
- 5. Damp Mopping – A satisfactorily damp mopped floor is without dirt and dust, marks, film, streaks, debris and standing water.
- 6. Metal Cleaning – When cleaned, all surfaces are without deposits or tarnished, and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.
- 7. Glass Cleaning – Glass is clean when all accessible glass surfaces are without streaks, film, deposits and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean. Extreme care and correct materials must be used to avoid damage and scratching on all surfaces.
- 8. Finish Removal – Finish removal is accomplished when surfaces have all finish dirt removed down to the floor material, floor is left free of all dirt, stains, deposits, debris, cleaning solution, and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pickup must follow removal operation immediately.

APPENDIX A
MAINE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS

9. Scrubbing – Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains, marks, and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
10. Light Fixture Cleaning – Light fixtures are clean when all components, including bulbs and tubes are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.
11. Buffing of Finished Surfaces – Finished surfaces shall be buffed sufficiently to obtain maximum gloss, and have a uniform appearance free of surface dirt.
12. Baseboard Cleaning – After cleaning, the surfaces of all baseboards (wood, resilient, ceramic) will have a uniformly clean appearance, free from dirt, stains, streaks and cleaning marks.
13. Window Cleaning – Shall consist of cleaning the entire window area, which includes the glass and vinyl or wooden part of the window frame, sash and any blinds attached to the windows. Cleaning shall be accomplished with a glass or all purpose cleaning agent and is considered clean when all surfaces have a uniformed surface free from dirt, stains, streaks, and cleaning marks.
14. Entryway Cleaning – Shall consist of cleaning the entire exterior and interior of the entryway to include on the exterior the area of the door, the doorframe the exterior wall area encompassed by the overhang, and concrete stoop. Cleaning shall be by use of a cleaning solution or warm soap and water and is considered clean when all surfaces have a uniformed surface free from dirt, stains, bugs or any part of bugs or vermin, cobwebs, streaks, or cleaning marks.

Services:

1. Cleaning Toilet Rooms – This work includes cleaning all plumbing fixtures, lavatories, toilet bowls, dispensers, wainscots, doors and stall partitions as required, and filling all paper / soap dispensers as needed. Scouring powder may be used on plumbing fixtures or may be used for water closets and urinals, if required, on approval by the Contract Administrator. All stains or spots shall be removed from wainscots or stall partitions, using a damp cloth with detergent. Floors shall be dry-swept and damp mopped daily using a germicide.
2. Cleaning Slop Sinks, Vending Machines and Drinking Fountains – All items will be cleaned using detergent or scouring powder, if required. Cabinets or water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.
3. Sweeping – All tile, wood or concrete floors, stairways, landings, and stoops shall be swept with brush or mop or mechanical brush-vacuum sweeper without damage or disfigurement of furniture, doors or base trim. Oil treated mops shall not be used. Dust, dirt and debris shall be removed to receptacles provided for this purpose on the building exterior. Reset furniture upon completion of sweeping.
4. Vacuuming – Carpeting and furniture shall be vacuumed to remove dust and lint (includes acoustical panels / systems furniture partitions) and spots shall be removed from rugs and carpets as they occur. A commercial / industrial vacuum cleaner equipped with a HEPA filter must be utilized.
5. Carpet Shampooing – Carpeting shall be cleaned by self-contained equipment capable of providing 50 PSI (pounds per square inch) of cleaning solution with an extractor capable of 100 inches of water lift and shall use water with a minimum temperature of 140 degrees F. Turbo drying of the shampooed carpet shall be performed utilizing a high speed fan(s). Bonnet cleaning is NOT acceptable (other than for spot cleaning).
6. Damp Mopping Floors – Damp mop all resilient tile floors, terrazzo, quarry tile, ceramic tile, and concrete floors, including stairs and landings, using cotton or sponge mops, appropriate stain removal agents, unheated water and detergent, if required, using as small amount of water as possible. Follow with clean water rinse and pick up again using as small amount of water as possible. Where floor drain exists, water will be added periodically to prevent traps from becoming dry.
7. Floor Scrubbing – Scrub floors by use of deck brush, cylindrical or disc type machine or automatic machine scrubber and detergent solution using as small amount of water as possible followed by plain water rinse and pick up. This scrubbing will be followed by the application of a floor finish system applied in accordance with the manufacturer's specifications. Baseboards shall be thoroughly cleaned after buffing.

APPENDIX A
MAINE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS

8. Finish Removal – Removal or stripping of all finish down to the flooring material, using compound specifically prepared for this purpose, with steel wool or brush agitation as required, followed by rinsing with plain water to remove all finish material, solution, dirt and film from baseboard edge to baseboard edge.
9. Floor Waxing and Finishing – All floor waxes or finishes (i.e., carnauba, acrylic, polymeric) will be compatible with floors on which applied and shall be applied in accordance with the manufacturer's recommendations.
10. Floor Touchup – Application of finish material and buffing in heavy traffic areas between primary refinishing as required.
11. Buffing – All finished and terrazzo floors shall be buffed periodically to remove traffic marks, heavy soil, etc., to be followed by sweeping, vacuuming, or dust mopping to pick up loose residue.
12. Turned Out Lights – Turn off all lights when not in use. Only specific areas being worked in will be illuminated
13. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment – Dust with treated dust cloth or vacuum all horizontal surfaces of windows, window ledges, radiators, stair rails, baseboards, tops of acoustical panels, exterior wall mounted electrical conduit and other horizontal surfaces.
14. Glass Cleaning – Clean all mirrors, glass cases, desk tops, windows and glass at building entrances using plain water or cleaning solution prepared for the purpose. Adjacent trim shall be wiped clean with a damp cloth. Scouring powder shall not be used.
15. Metal Cleaning and Polishing – Hardware, cigarette urns, bars on doors, kick plates and all other bright work shall be polished using approved polishing compound.
16. Dusting Interior Walls and Ceilings – Beginning at the highest point, dust shall be first removed from all surfaces and exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.
17. Cleaning Doors and Trim – Clean doors and adjacent trim not otherwise cleaned.
18. Cleaning Light Fixtures – Dust all accessible components of light fixtures, including bulbs and tubes with a cloth or yarn duster. On a rotation basis, each fixture shall be washed not less than twice per year.
19. Empty Recycling Bins – Empty all recycle bins, when recycling program is practiced, located in corridors and other areas where specifically noted and remove recyclable (paper, cardboard, etc.) items from building or deposit in collection facility / area provided for this purpose.
20. Empty Waste Receptacles – Empty all waste receptacles located in corridors and other areas where specifically noted and remove trash from building and deposit in collection facilities provided for this purpose.
21. Washing Waste Receptacles – Wash all waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, dirt, streaks.
22. Cleaning and Polishing Furniture – Wood and finished metal surfaces shall receive furniture polish with rubbing as necessary for cleaning. Followed by polishing with a clean dry cloth or electric buffer. Leather coverings shall be thoroughly cleaned with a combination cleaner and polish followed by polishing with a clean dry cloth. When cleaned or polished all surfaces shall be of uniform appearance, free of deposits, streaks or film. All spillage shall be wiped clean with a damp cloth.
23. Mat Cleaning – Remove mats at entrances and remove all dirt and dust deposits underneath. Clean mats and replace in proper location.

APPENDIX A
MAINE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS

V. 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.

VI. PROPOSAL SUBMISSION & REQUIREMENTS

1. Potential bidders are required to attend a scheduled site visit and walk through at the facility on Tuesday, May 10, 2011, at 11:00 a.m.
2. Proposal must include:
 - Detail description and history of your business.
 - References – minimum of 2 from similarly current clients.
 - List of equipment (make and model) you will provide to complete work.
 - Complete listing, by manufacturer’s name and/or number, of cleaning supplies, chemicals, and floor finishes proposed to use to complete Work.
 - Complete Proposal worksheet (Exhibit A).
 - Provide your intent with regard to hiring and training dependable employees.
 - Details as to how you propose to provide services.

This information will be used when scoring Proposals.

VII. PROPOSAL EVALUATION

An Evaluation Committee will read and score each proposal. The Evaluation Committee may require the Bidder to make the examples of prior work available for inspection at a location, date and time which are mutually agreeable to the Department and the Bidder. An Evaluation Committee member may schedule inspections with the Bidder.

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

<u>Criteria</u>	<u>Weight</u>
1. Price	50%
2. Experience, equipment & deliverables	35%
3. References	15%

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.

APPENDIX A
MAINE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS

MaineDOT – Region 1, Southern Region
Worksheet for Fryeburg Information Center Custodial & Outside Maintenance Services

Vendor Name: _____ **Tel #:** _____

Address: _____ **Fax#:** _____

Bid Price is to be fixed cost per month to perform services as stated in this RFP, and includes transportation and hazardous disposal fees. The MaineDOT provides dumpster for common non-hazardous rubbish.

\$ _____ Per Month

Answer following questions:

1. Will you be using a sub-contractor to complete any of the Work included in this RFP?
2. If yes, what percentage of the work will be completed by sub-contractor and list duties they will accomplish.

_____ % of work will be completed by sub-contractor. Work will consist of:

Print Respondent's Name and Title

Signature of Legally Authorized Representative

Date

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 shall have the right to alter the nature and extent of the Work as provided in the Contract, the Contract Amount being adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an

adjustment or adjustments. Any changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

6. **SUBCONTRACTS** 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. 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. 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 Department. 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 Contractor hereby certifies that it did not, directly or indirectly, enter into any agreement, participate in any collusion or otherwise take 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 Work Records available for inspection and must provide MaineDOT with copies at all reasonable times without cost or liability to MaineDOT.

13. **TERMINATION AND FAILURE TO PERFORM** The Department may terminate this Contract with or without cause upon 7 days written notice. Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (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 completed prior to the date of Termination at agreed upon prices.

If for any reason the Contractor is unable to complete the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. Any delay by the Department in providing a written Notice of Default shall in no way constitute a waiver by the Department of any provision of the Contract. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed.

In addition 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.

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

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.

If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

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 by the State of Maine, Bureau of Insurance. 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 \$400,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages. 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. The Department shall be named as additional insured on the Commercial General Liability insurance policies carried by the Contractor that are applicable to the Work.

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 \$400,000.00 per occurrence.

Claims. Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

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 Maintenance Services
Bid Amendments (most recent to least recent)
Appendix A – Special Provision Specifications of Work to be Performed or Request
for Proposals
Appendix C – Special Provisions

Appendix B – Special Provisions for State Funded Transportation Related
Maintenance 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, Holidays and state government closure days, 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. 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.

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. **ENVIRONMENTAL REQUIREMENTS**

Temporary Soil Erosion and Water Pollution Control If the Work involves excavation or placement of soil, the Contractor shall stabilize the area on a daily basis and comply with all applicable federal, state, and local laws, rules, regulations, permit requirements and conditions.

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.

27. **QUALITY AND STANDARDS** 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. 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.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, 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.

28. **WARRANTY PROVISIONS** The Contractor unconditionally warrants and guarantees that the Work will be free from warranty defects for one year or as otherwise specified in this Contract. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a

more immediate response is required for safety or convenience, as determined by the Department.

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.

29. **PAYMENT** The Contractor shall submit an itemized invoice to the Department for services monthly, at the completion of the Work or as otherwise noted in the Contract documents for approval and payment. At a minimum, invoices shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Service
- Description and Location of Service
- Quantities at the Prices contained in the Contractor's Bid

The Department will approve complete and correct invoices for accepted Work invoiced at bid prices. Payments to the Contractor shall be full compensation for furnishing all labor, 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 execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. 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. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. 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.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- 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. Regulatory non-compliance or enforcement,

H. Failure to submit Documentation

- I. All other causes that the Department reasonably determines negatively affect the State's interest.

30. **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.

31. **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.

32. **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.

33. **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.

APPENDIX C
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contract Administrator The contract administrator for this contract will be:

Name: Travis Moore
Title: Transportation Operations Manager
Address: Maine Department of Transportation, Region 1
PO Box 358
51 Pleasant Hill Road
Scarborough, ME

Allowable Work Times The Contractor shall perform work during the hours of business, 7:00 a.m. to 5:00 p.m., seven days a week, year round. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

Project Specific Emergency Planning Unless the Contract provides for closure of an existing facility, the Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Project Limits. The Contractor shall contact all emergency service providers in the area, discuss potential impacts on emergency operations (including water supply for fire suppression), and minimize any negative impacts.

Invoices and Payments

The Contractor shall submit an itemized bill to the Contract Administrator at the address stated in this appendix for services at Bid Prices each month for approval and payment. Invoices shall include the following minimum information:

Contractor name, address & Contract Number
Invoice Date & Number
Location of Service
Time period covered
Amount Due

Payments to the Contractor shall be full compensation for furnishing all labor, 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.

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.

Force Account Work Compensation for Force Account Work will be computed according to State of Maine, Department of Transportation, Standard Specifications, Section 109.7.5.

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

- A. Fails to provide labor, Equipment or Materials 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 begin Work when specified 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:

- 1st Incident: If the Contractor does not take corrective action within 2 days upon receipt of verbal warning, the Department will issue a written warning.
- 2nd Incident: The Department will issue a written warning.
- 3rd 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

March 10, 2011

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 and signed 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. All items must be delivered to the Department’s Bureau of Maintenance and Operations. 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.

103.5.4 Execution of Contract By Bidder Delete the section in its entirety and replace with the following:

“The properly completed and signed Contract Agreement, Transportation Related Maintenance Services form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign the Contract Agreement, Transportation Related Maintenance Services form and execute the Contract. The point of Contract execution is when the Department signs the contract.