

Service and Construction

Janitorial & Ground Maintenance Services Kittery & Yarmouth Information Centers

Region 1

2013

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 Schedule of Items in Appendix A
 - d. two (2) copies of the completed and signed Contract Agreement for Transportation Related Maintenance Services form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications, Bid requirements listed in the Bid Documents as due by Bid opening and proposal package required in Appendix A, Section VII of the RFP.
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:
 1. Title: Bid Enclosed - Do Not Open
 2. Town:
 3. Date of Bid Opening:
 4. 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:

1. Double Envelope: Bid Enclosed
2. Title:
3. Town:
4. Date of Bid Opening:
5. Name of Contractor:

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

1. Bid Enclosed: Do Not Open
2. Title:
3. Town:
4. 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, "FedEx First 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.
<http://www.maine.gov/mdot/mainedotdirections.htm>
5. 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.
6. If a bidder needs assistance or clearer understanding of what needs to be submitted or included in their Bid Documents they may contact Angie Young or Sharon Krechkin at (207)624-3600. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

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 an optional 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 David Venner at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

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

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@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.

September 14, 2007

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/venbid/index.shtml>

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**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "RFP for Janitorial & Grounds Maintenance Services, Kittery & Yarmouth Information Centers" 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 August 21, 2013 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Janitorial and grounds maintenance services for Kittery & Yarmouth Information Centers.

Location: Region 1, Southern area.

Outline of Work: Provide janitorial services and grounds maintenance at Kittery Information Center and Yarmouth Information Center for up to a four year period. Work will include, cleaning and maintenance duties, inside and outside, for all buildings at this location, as well as grounds keeping work as defined in the Request for Proposals (RFP) document.

A Bidder may bid on one or both locations.

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 George Macdougall 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. 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. TTY users call Maine Relay 711.

Bid proposal packages, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They 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., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bonds, performance bonds or payment bond required.

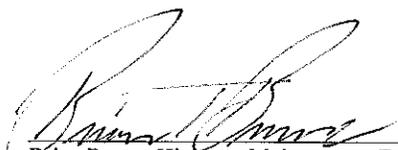
Each Bid must be made upon blank forms provided by the Department.

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]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. 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
July 31, 2013


Brian Burne, Highway Maintenance Engineer
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 Kittery & Yarmouth Information Janitorial & Grounds 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:

Article 1. The Work.

The Contractor agrees to complete all work described in Appendix A – Request for Proposal, Kittery & Yarmouth Information Centers, Janitorial & Grounds Maintenance, and under the terms of the Contract for each location awarded to the Contractor for cleaning and maintenance duties, inside and outside, for all buildings at the location.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials, 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.

10/9/12

B. Time.

All work under this contract may commence 2 weeks after the execution date or September 1, 2013, whichever is the later date, for a one year period. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to three (3) additional 1 year periods.

C. Price.

The items given in the Schedule of Items in Appendix A will be used as the basis for determining the original Contract amount, and that the amount of this offer is

Kittery Information Center -

\$ _____

Yarmouth Information Center -

\$ _____

The Maine DOT does not guarantee the use of any or all of the 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 2 weeks after Contract Execution or September 1, 2013, whichever is the later date, 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)

MaineDot Use only

G. Award.

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

Kittery Information Center, I-95NB

Yarmouth Information Center, Routes 1 & I-95NB

The Contract amount is: _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)
Bureau of 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 Kittery & Yarmouth Information Janitorial & Grounds 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, Kittery & Yarmouth Information Centers, Janitorial & Grounds Maintenance, and under the terms of the Contract for each location awarded to the Contractor for cleaning and maintenance duties, inside and outside, for all buildings at the location.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials, 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 may commence 2 weeks after the execution date or September 1, 2013, whichever is the later date, for a one year period. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to three (3) additional 1 year periods.

C. Price.

The items given in the Schedule of Items in Appendix A will be used as the basis for determining the original Contract amount, and that the amount of this offer is

Kittery Information Center -

\$ _____

Yarmouth Information Center -

\$ _____

The Maine DOT does not guarantee the use of any or all of the 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 2 weeks after Contract Execution or September 1, 2013, whichever is the later date, 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)

MaineDot Use only

G. Award.

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

Kittery Information Center, I-95NB

Yarmouth Information Center, Routes 1 & I-95NB

The Contract amount is: _____ .

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)
Bureau of 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 ABC COMPANY ("Contractor") a corporation or other legal entity organized under the laws of the State of ME, with its principal place of business located at 123 ANY STREET, TOWN, ST 00000 with a mailing address of PO BOX 000, TOWN, ST 00000, and a telephone number of (123)456-7890.

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 Kittery & Yarmouth Information Janitorial & Grounds 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, Kittery & Yarmouth Information Centers, Janitorial & Grounds Maintenance, and under the terms of the Contract for each location awarded to the Contractor for cleaning and maintenance duties, inside and outside, for all buildings at the location.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials, 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 may commence 2 weeks after the execution date or September 1, 2013, whichever is the later date, for a one year period. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to three (3) additional 1 year periods.

C. Price.

The items given in the Schedule of Items in Appendix A will be used as the basis for determining the original Contract amount, and that the amount of this offer is

Kittery Information Center -

\$ _____

Yarmouth Information Center -

\$ _____

The Maine DOT does not guarantee the use of any or all of the 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 2 weeks after Contract Execution or September 1, 2013, whichever is the later date, 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.

Date here

CONTRACTOR
Sign here

Date

(Signature of Legally Authorized Representative
of the Contractor)

Print name here

(Name and Title Printed)

MaineDot Use only

G. Award.

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

- Kittery Information Center, I-95NB
- Yarmouth Information Center, Routes 1 & I-95NB

The Contract amount is: _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)
Bureau of Maintenance & Operations



Request for Proposal
Kittery & Yarmouth Information Centers
Janitorial and Grounds Maintenance

The MaineDOT, Bureau of Maintenance & Operations, Region 1, Southern Area, is accepting bids to provide janitorial and grounds maintenance services for the Kittery Information Center located off I-95 NB in Kittery and the Yarmouth Information Center at junction of Routes 1 and I-95NB in Yarmouth. The Work will include cleaning and maintenance duties, inside and outside, for all buildings at this location, as well as grounds keeping as specified in this RFP.

Bidder may bid on one or both locations.

Following the initial term of the contract(s), the MaineDOT may opt to renew the contract(s) for up to 3 additional one year periods, under all terms of the contract and at the bid prices proposed. Contract(s) will commence 2 weeks after contract execution date or September 1, 2013, whichever is the later date.

Public agencies, private for-profit companies, non-profit companies, and institutions are invited to submit bids in response to this Request for Proposals.

I. FACILITY OVERVIEW

A. Kittery Information Center

The Kittery Information Center is the flagship of MaineDOT's information centers. It is the gateway to Maine and many times the first impression of our state are visitors from away. Maintenance and upkeep of this facility is of the highest priority and shall be held to the highest standards.

The facilities square footages (approximate) are as follows:

- Main building 6,676 sf.
- Storage (cold) 576 sf.
- Vending 465 sf.
- Generator 324 sf.
- Grounds 50.15 acres

The Water Usage and Head Count:

- Water Usage for 2011 - 294,000 gallons
- Visitors for 2011 - 417,900

Appendix A

B. Yarmouth Information Center

The Yarmouth Information Center - Maintenance and upkeep of this facility is of the highest priority and shall be held to the highest standards.

The facilities square footages (approximate) are as follows:

- Main building 3,692 sf.
- Grounds 3.5 acres

The Water Usage and Head Count:

- Water Usage for 2011- 294,000 gallons
- Visitors for 2011-41790

MaineDOT does not intend to hold a Bidders' Conference as part of this RFP process. Potential Bidders may request an on-site visit and tour the facilities by contacting via email: Travis.B.Moore@maine.gov or calling 207-885-7000

II. SCOPE OF SERVICES

- A. Contractor will provide pre-screened dependable workers on site, 24 hours per day 7 days per week, 365 days per year with on-site supervision to accomplish the Work specified in this RFP.
- B. On sight supervision.
- C. Contractor will supply and maintain uniforms for all employees at the Kittery & Yarmouth Information Centers that are agreed upon by the MaineDOT and Contractor representing both the Contractor and MaineDOT in an appropriate manner.
- D. Contractor will provide safety vest for employees and sub-contractors that are working outside at the Kittery & Yarmouth Information Centers. (Refer to Part III, Requirements, Specific Licensure and Certifications, Section D.)
- E. Contractor is responsible for all transportation costs including transport of all equipment, vehicle repairs and maintenance. Contractor will provide any necessary power equipment, including lawn mowers, trimmers, snow removal equipment, wet/dry vacuums, floor vacuums, tile buffers, and any other power tools used in completion of the job. All power tools currently at the facilities will be used by MaineDOT elsewhere and will NOT be available to the Contractor.
- F. The Contractor will submit written monthly reports to insure continued efficient communication.

Appendix A

III. REQUIREMENTS, SPECIFIC LICENSURE AND CERTIFICATIONS

- A. Contractor is to have employees annually trained in Fire Extinguisher use and Safety, with proof via certificate which will need to be displayed on their bulletin board in the janitorial office. (The Contractor will be financially responsible for any training and cost for that training).
- B. Contractor must maintain on premises, a complete set of Material Safety Data Sheets (MSDS) and have them accessible to the Agreement Administrator.
- C. **DRUG FREE WORKPLACE.** By signing the Agreement, the Contractor certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition. Contractor will notify employees that as a condition of employment under the Agreement that the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

The Contractor shall notify MaineDOT and the Contract Administrator within ten (10) days after receiving notice of criminal drug convictions occurring in the workplace by an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency at the Contractor or employee's expense.

- D. The Contractor will supply high visibility safety apparel. Garments shall be labeled as meeting ANSI 107-2010 Class 2 or ANSI 107-2004 Class 2. For nighttime work, apparel should meet ANSI 107-2010 Class 3 or ANSI 107-2004 Class 3.
- E. The safety of the public and employees at the Information Center is of the utmost importance. Therefore, any act of vandalism or harmful and illegal doings shall be immediately reported to the Maine State Police. All such occurrences shall be documented listing what happened, description of the individuals and description of their vehicle and license number if possible.
- F. If a power outage should occur, the Contractor shall take all reasonable precautions to secure the facility and shall immediately notify the MaineDOT Contract Administrator identified in Appendix C. If, for any reason, this administrator is not available, the Contractor shall notify MaineDOT's 24 hour Operations Center at (207-)624-3339.

Appendix A

IV. MaineDOT SPECIFIC RESPONSIBILITIES

- A. Provide Contractor basic and initial operating instructions for all mechanical equipment in the Kittery & Yarmouth Information Centers.
- B. MaineDOT will supply outside dumpsters for trash.

V. WORK TO BE PERFORMED AND FREQUENCY

Tasks to be performed and frequency

The Following table provides the minimum frequency for the tasks to be performed. Where multiple cycles are required, (ie "4X") It is expected when indicated (ie "4X") this will be performed every two hours at a minimum. During higher use periods, additional cycle will likely be required, as indicated in the "As Necessary" column.

Restrooms: Includes men's, women's and staff restrooms	Minimum Required 8 hour shift	Weekly	Bi/Weekly	Monthly	Yearly	As Necessary
Clean and deodorize all toilets, urinals, washbasins, hand dryers, mirrors, changing stations, soap dispensers and other fixtures.	4-X					X
Sweep and mop restroom floors.	4-X					X
Empty sanitary napkin receptacles, trash barrels and other necessary items.	4-X					X
Clean and wipe door push plates, trash barrels and other related surfaces	4-X					X
Check and fill hand soap dispensers, sanitary napkin, toilet paper dispensers	4-X					X
Clean all windows to remove smudges, fingerprints, cobwebs, etc., inside and out.	4-X					X
Clean and wash walls and toilet partitions.	4-X					X
Remove and clean floor drains as necessary.	4-X					X
Check all lighting sources. Remove and clean globes and other light fixtures		X				X
Remove writing and marks from walls or partitions, clean up spills and any other accidents/damages promptly as they occur.	4-X					X
Thorough cleaning of exterior heating registers, heating elements and heating ducts.		X				X

Appendix A

Perform preventative maintenance as necessary. Ref: Part II.A						X
Mall Area: This area includes the portion of the building from the entrance to the restroom including the tile floor.	Minimum Required 8 hour shift	Weekly	Bi/Weekly	Monthly	Yearly	As Necessary
Sweep and mop tile floor, use a special tile buffer as required for more thorough cleaning.	4-X					X
Vacuum all louvers, corner areas and any other appropriate places as required.	4-X					X
Empty trash barrels and other receptacles.	4-X					X
Clean and wipe door surfaces, trash barrels, and all fixtures requiring dusting, washing and polishing.	4-X					X
Clean visitor payphones and check for proper operation.	4-X					X
Clean windows to remove smudges, fingerprints, cobwebs, etc.	4-X					X
Clean exterior heating registers, heating elements and heating ducts.		X				
Check all light sources. Periodically remove and clean globes and other light fixtures.		X				
Remove writing and marks from walls, clean spills and any other accidents/damages promptly as they occur.	4-X					X
Clean offices by dusting, mopping, sweeping and cleaning all necessary areas.		X				
Information Center: This area includes all carpeted sections of the building; the lobby used by the general public and all areas behind the information counter including the storage and staff rooms	Minimum Required 8 hour shift	Weekly	Bi/Weekly	Monthly	Yearly	As Necessary
Vacuum rugs and carpets, sweep and mop non-carpeted areas. Regularly shampoo carpeted area to provide constant cleanliness.		X				X
Dust counters, furniture, windows and other dust collecting surfaces.	4-X					X
Clean glass surfaces to remove smudges, fingerprints, cobwebs, etc.	4-X					X
Check all lighting sources. Remove and clean globes and other light fixtures.	X					X

Appendix A

Empty trash barrels and other receptacles.	4-X					X
Clean exterior heating registers, heating elements and heating ducts.		X				X
Clean and disinfect the kitchen area and adjoining bathroom daily;	4-X					X
Perform preventative maintenance as necessary. Ref. Part 2,A	X	X	X	X	X	X
Clean staff and storage rooms by sweeping, mopping, dusting and cleaning all necessary items.		X				X
Wash counter tops, kitchenette appliances, information shelves and racks, and all other fixtures.	4-X					X
Wax all floors in storage and bathroom area once a week.		X				X
Remove writing and marks from walls, counters and furniture, clean spills and any other accidents/damages promptly as they occur.	4-X					X
During periods of use, Clean condensation pumps on the Air Conditioners		X				
Maintenance/Janitorial duties on the main building and the equipment/storage building	Minimum Required 8 hour shift	Weekly	Bi/Weekly	Monthly	Yearly	As Necessary
Surface clean vending machine building and windows.	4-X					X
The Provider will be responsible to operate and perform routine maintenance on all HVAC, water and sewer systems in accordance with procedures provided by MaineDOT.						X
Repaint the floor in the snack bar area at least annually or when needed. Provider will supply materials to accomplish this work.					X	
Re-stain all picnic tables and outdoor seating annually. Clean, sand, and repaint all metal supports for same, as necessary. Provider will be responsible for furnishing all materials necessary to accomplish this work.					X	
Clean and disinfect all communication centers. Remove graffiti from phone booths and report all problems and repair requests to the telephone company.	4-X					X
Keep all bricked and paved areas free from trash, debris, gum, beverage spills, etc. on an on-going basis.	4-X					X

Appendix A

Remove graffiti and marks from outside walls, clean up dirt/dust spots as necessary.	4-X					X
Clean the equipment/maintenance building, sweep the floor, empty the trash and keep orderly.				X		
Clean the outside of the building for such items as cobwebs, cocoons, insects, nests, etc.			X			
Replace light fixtures and change doors according to seasons.						X
Check and maintain drainage gutters or down spouts, snow and ice buildup and any other building or roof damage. Notify MaineDOT of significant damage within 24 hours.		X				
Wash exterior windows, both inside and out to remove smudges, fingerprints, dust and cobwebs.				X		
Grounds Keeping: Maintain all outside areas within the Visitor Information Center boundaries.	Minimum Required 8 hour shift	Weekly	Bi/Weekly	Monthly	Yearly	As Necessary
Pick up all litter on grounds and walkways on a continuous basis. Wash and clean all outdoor furniture and fixtures.	4-X					X
Provider shall maintain flags per department flag etiquette policy. Notification of special events will be made via email.						X
Sweep sidewalks and parking lots.	4-X					X
Check for missing and damaged signs and notify MaineDOT.	4-X					X
Maintain both pet exercise areas and remove animal waste daily. Maintain brick/paved walkways free of weeds and keep properly edged.	4-X					X
Trim grass around all fences, signs, shrubbery, trees, and benches		X				X
Pile up any fallen brush or tree limbs and MaineDOT will remove them for disposal. Notify MaineDOT immediately of any trees, limbs, or brush that require removal or pose any type of safety hazard to the public or facility.	4-X					X
Mow grass as necessary in all lawn areas (maximum 2 ½ inch height) – encompasses approximately 4 acres.						X
Water, trim and maintain the appearance and health of all shrubbery and trees. Maintain, weed free, mulched planters. Replace eroded mulch as needed throughout.						X

Appendix A

Perform preventative maintenance. Ref: Part 2.A						X
Graffiti or Markings that require paint removal, paint, sanding, or other repair and cleaning.		X				
Toilets and sinks are to be clear of debris at all times. If unable to clear using traditional methods ("ie" plungers or snakes) contact your Contract Administrator as soon as possible.	X	X	X	X	X	X
MaineDOT shall provide mulch, flowers, and plants and the Provider is responsible for their installation and upkeep.						
Check all light sources. Periodically clean accessible globes and other fixtures. Replace burnt out bulbs.			X			
Check the walks and parking areas for holes, rocks, garbage, etc.	4-X					X
Place trash bags in designated dumpster or area.	4-X					X
Empty all trash barrels and replace plastic bags.	4-X					X

E. Snow Removal

The Provider shall provide all necessary labor, equipment and materials for operations required by this agreement to keep walkways, stairs and entrances to the buildings, free of snow and ice in order to provide the safest possible surface conditions attainable under winter conditions and in accordance with guidelines below. Employees and Subcontractors working outside need to have Provider supplied high visibility safety apparel.

VI. GENERAL SPECIFICATIONS AND STANDARDS

A. Supplies, Equipment and Materials

1. The Contractor will furnish all supplies and equipment for accomplishment of all work. Contractor's equipment shall be of the size and type suitable for accomplishing the various phases of work described and/or needed, and shall operate from existing sources of the State furnished electrical power, water supply, etc., and shall have a low noise level of operation. Equipment considered by MaineDOT to be improper, inadequate or unsafe for this purpose shall be removed from the job and replaced with satisfactory equipment. The Contractor will only be allowed storage and supply areas designated by MaineDOT. MaineDOT will not be responsible for lost, damaged or stolen equipment, supplies or materials.

Appendix A

2. The Contractor shall furnish all materials and supplies required including, but not limited to; interior and exterior entry mats, paper towels, hand soap, toilet paper, energy efficient light tubes/bulbs, plastic liners, all cleaning supplies, chemicals, and floor finishes, sanitary napkins and tampons, when dispensers are provided. Fixture deodorant/sanitizers or other odor masking materials are not acceptable. If such products are needed, the area has not been cleaned and disinfected/deodorized satisfactorily.
3. All supplies/materials used shall have the necessary Under-writers Lavatories Seal of Approval, be OSHA approved, be non-slip, if applicable, and will otherwise create no harmful or hazardous conditions. Any doubtful flammable or otherwise harmful materials may be submitted to MaineDOT for analysis upon request. Contractor must submit with bid, a complete listing, by manufacturer's name and/or number, of cleaning supplies, chemicals, and floor finishes proposed to furnish for this contract. Any of these materials found not satisfactory by MaineDOT will not be used, and substituted materials must be approved before use. The Contractor must maintain at the Information Center premises, a complete set of Material Safety Data Sheets (MSDS) and have them accessible to the Contract Administrator.
4. Samples: MaineDOT may require samples of supplies before the Contractor commences work or at any time during the work to determine compliance with the standards required by these specifications. Any item failing to meet these specifications shall be replaced by the Contractor with supplies meeting the itemized specifications or required standards.
5. Dumpster: The Contractor will be responsible for placing trash in a State supplied dumpster daily.
6. Other related duties not mentioned herein can be added in writing by mutual agreement.

B. Use of State Facilities:

1. The janitorial closet is available for use by the Contractor without cost for the purpose of storing of materials and equipment, excluding flammable materials. Contractor will be responsible for the orderliness and cleanliness of this closet at all times.
2. MaineDOT will not be responsible in any way for damage to the Contractor's stored supplies, materials, or equipment, the supplies, materials and equipment being used throughout the building; or the Contractor's employees' personal belongings brought into the building occasioned by fire, theft, accident or otherwise.
3. 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. Contractor's employees will park only in areas designated by MaineDOT.

Appendix A

C. Contractor Personnel:

1. Contractor's employees shall not utilize or operate MaineDOT equipment of any type without specific authorization from MaineDOT. This is to include, but is not limited to, all office machines, telephones, etc.
2. 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.
3. Contractor's personnel will notify MaineDOT within 24 hours of inoperative water fixtures, lights, commodes, damage to buildings and fixtures, or any vermin such as cockroaches, water bugs, silver fish, mice, rats, etc.
4. Safety: The Contractor shall be 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 shall provide appropriate warning signs for slippery floor areas caused by cleaning or waxing operations. Contractor's employees shall be required to interrupt their work, at any time, to allow passage of personnel. Contractor must comply with all Federal or State safety laws and regulations (including OSHA/MSDS requirements).
5. Contractor's employees and subcontractors shall be provided with appropriate nametags identifying the person and employer. Nametags need to be visual, legible and displayed during work hours.

D. Supervision: 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 while the work of the contract is being carried out. The Contractor shall supply MaineDOT with contact information for the Contractor and/or each representative, so they may be contacted outside their regular work schedule, if needed.

E. Clean Up: All supplies, equipment, and machines shall be kept out of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in lockers or other areas provided for that purpose. 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. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work in the building. Cleaning solutions shall be disposed of in slop sinks provided for this purpose. Any flammable cleaning solution shall be immediately and adequately flushed down. Covers will be in place on trash receptacles at all times.

Appendix A

- F. Lost, Found or Missing Items:** All unclaimed items found in or about the work areas by the Contractor will be turned in immediately to the MaineDOT Representative, giving location where item was found.
- G. Compliance with State Regulations:** The Contractor and employees will be subject to all applicable State and Federal regulations, for the conduct of personnel.
- H. Subcontracts:** Subcontractors hired for this contract are subject to all the terms and conditions of the prime contract and must supply Certificates of Insurance to the MaineDOT in the same amount as the prime contractor. No more than **25%** of the work under this contract may be performed by subcontractors and the MaineDOT may require that Contractor discharge any subcontractor without cost or liability to the MaineDOT.
- I. Inspection by the State:** Periodic inspections of the Contractor's work may be made by MaineDOT. MaineDOT has authority to point out to the Contractor's personnel incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms of conditions of the contract without a mutually agreeable Change Order to the contract. No payment shall be made for services, which are not performed in accordance with the specifications.

MaineDOT will tour the facilities not less than once each month with the Contractor or representative and review the State's check rating form to determine future corrective action required, if any.

- J. Storage:** The building has a supply area for routine storage of chemicals, toilet tissue, etc., but bulk storage of large quantities of paper goods or cleaning chemicals, etc., is not available or permitted.
- K. Standards and Services:** The following standards shall be used in evaluating custodial services:

1. Standards:

Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

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.

Sweeping - A properly swept floor is free of all dirt, dust, grit, lint, and debris, except imbedded dirt or grit.

Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.

Damp Mopping - A satisfactorily damp mopped floor is without dirt and dust, marks, film, streaks, debris, and standing water.

Appendix A

Metal Cleaning - When cleaned, all surfaces are without deposits or tarnish, and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

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.

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.

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.

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.

Buffing of Finished Surfaces - Finished surfaces shall be buffed sufficiently to obtain maximum gloss, and have a uniform appearance free of surface dirt.

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.

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 cleaner or all purpose cleaning agent and is considered clean when all surfaces have a uniformed surface free from dirt, stains, streaks and cleaning marks.

Entryway Cleaning - Shall consist of cleaning the entire exterior and interior of the entryway to include the exterior 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.

2. Services:

Preliminary Cleaning: The facility will be given a complete top to bottom cleaning of all rooms, floors, rugs, walls, doors and windows, (both exterior and interior), entryways, and moldings.

Appendix A

Cleaning Restrooms - 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 Agreement Administrator. All stains or spots shall be removed from wainscots or stall partitions, using a damp cloth with detergent. Floors shall be swept and damp mopped daily using a germicide.

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.

Sweeping - All tile, wood, or concrete floors, stairways, landings, and stoops shall be swept with broom or mop or mechanical brush-vacuum sweeping 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.

Vacuuming - Carpeting and furniture shall be vacuumed and the dirt, dust and debris removed to receptacles provided by the Contractor on the building exterior. Spots shall be removed from rugs and carpets as they occur. A commercial/industrial vacuum cleaner equipped with a HEPA filter must be utilized.

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.

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.

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.

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.

Floor Touchup - Application of finish material and buffing in heavy traffic areas between primary refinishing as required.

Appendix A

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.

Turned Out Lights - Turn off all lights when not in use. Only specific areas being worked in will be illuminated.

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.

Glass Cleaning - Clean all mirrors, glass cases, desk tops, windows and glass at building entrances using plain water or cleaning solution prepared for this purpose. Adjacent trim shall be wiped clean with a damp cloth. Scouring powder shall not be used.

Metal Cleaning and Polishing - Hardware, cigarette urns, bars on doors, kick plates, and all other bright work shall be polished using approved polishing compound.

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.

Cleaning Doors and Trim - Clean doors and adjacent trim not otherwise cleaned.

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.

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. Any recyclable products will be reduced and sorted by the department prior to removal.

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.

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.

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.

Appendix A

Vacuum All Upholstered Furniture - Vacuum all upholstered surfaces to remove dust and lint (includes acoustical panels/systems furniture partitions).

Mat Cleaning - Remove mats at entrances and remove all dirt and dust deposits underneath. Clean mats and replace in proper location.

VII. PROPOSAL SUBMISSION REQUIREMENTS

A. General Information

This Proposal 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 bids.

Bidder's proposal must include all information listed in the "Bidding Instructions" and in Part VII of Appendix A. Failure to include all completed and required elements may result in the Proposal being disqualified as non-responsive or receiving a reduced score. MaineDOT and its Evaluation Committee for this RFP have sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. MaineDOT seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

B. Proposal Format

1. Appendix A Schedule of Items, included in the Bid Book is to be used for bid price submittal. Bid prices must be quoted as specified on the Worksheet. No variations or alterations are to be made. Bidder may bid on one or both information centers.
2. Additional information requested in this Proposal should be typed or printed.
3. The Bidder's name should appear on all attachments submitted.
4. Bidders are asked to be brief and to respond to each question/instruction listed in the Part VII. Proposal Submission Requirements, C. Proposal Content. of this RFP. Number each response of the Proposal to correspond to the relevant section.
5. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any material exceeding the proposal limit will not be considered in rating the proposals and will not be returned. Bidders shall not include brochures or other promotional material with their proposals. Additional materials will not be considered part of the proposal and will not be evaluated.

Appendix A

C. Proposal Content

Your Proposal package should include all items listed in the "Bidding Instructions" along with the following:

1. Section I. Organization Qualifications and Experience

- a. Present a detailed statement of qualifications and summary of relevant experience. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
- b. Identify the key staff (Contract Managers and Contact people) your company will assign to fulfill the contract requirements and describe their relevant work experience.
- c. Describe Company's experience and capabilities for providing the work specified in this RFP in Sections I, II, III, V and VI, and identify at least five (5) businesses with whom your company has provided similar work for in the last five (5) years. Include points of contact (client's company name, contact name, address, and telephone number), a brief description of the project, dates of the project and results.

2. Section II. Specifications of Work to be Performed

- a. Provide a schedule of employee work hours that will enable them to complete the Work at the frequency stated in this RFP, Part V. Work to be Performed and Frequency, and indicate if these services can be accomplished by the Contractor at the frequency required.
- b. Submit a complete list of cleaning supplies, chemicals and floor finishes by manufacture's name and/or number that will be used to complete the Work.

3. Section III. Completed and signed Appendix A Schedule of Items.

VIII. PROPOSAL EVALUATION & SCORING

- A. The scores will be based on a 100 point scale. An Evaluation Committee will review each Proposal and score on the basis of the following weight criteria:

Criteria	Weight
Costs (<i>Stated in Appendix A Schedule of Items</i>)	50%
Proposers Qualifications & Experience (<i>Includes all elements addressed in Section VII., C.</i>)	25%

Appendix A

<i>Proposal Content, 1.)</i>	
<i>Specifications of Work to be Performed (Includes all elements addressed in Section VII., C. Proposal Content, 2.)</i>	25%

- B. The contract award(s) will be made to the bidder who's Proposal receives the Committee's highest score for each location following the final review.
- C. The Evaluation Committee will be composed of at least 3 reviewers who will judge the merits of the Proposals in accordance with the criteria defined in this RFP. The goals of the evaluation process are to ensure fairness and objectivity in review of the Proposals and to ensure that the contract is awarded to the Bidder whose Proposal best satisfies the criteria of the RFP at a reasonable/competitive cost. MaineDOT reserves the right to communicate with Bidders, if needed, to obtain clarification of information contained in the proposals received. Changes to Proposals will not be permitted during any interview/presentation process.
- D. The Evaluation Committee will use a consensus approach to evaluate the Proposals. Members of the Evaluation Committee will not score the Proposals individually but instead will arrive at a consensus as to assignment of points on each category of each Proposal. The contract award(s) will be made to the Bidder(s) receiving the highest number of evaluation points per location, based upon the Proposal's satisfaction of the criteria established in the RFP.
- E. The Cost section will be scored as follows:
- Scoring the Cost Proposal: The cost proposed for conducting all the functions specified in this RFP for one year will be assigned a score according to a mathematical formula. The lowest bid per location will be awarded 50 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.
- The scoring formula is:

$$\frac{\text{lowest submitted cost proposal}}{\text{cost of proposal being scored}} \times 50 = \text{pro-rated score}$$
- F. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.
- G. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.

Appendix A

- H. Once scores are final, award(s) will be made to the bidder (s) whose proposal receives the Committee's highest score per location. Successful bidder(s) will receive written notification of the award and the results will be posted on the MaineDOT website.
- I. The information contained in proposals submitted for the State's consideration will be held in confidence until all evaluations are concluded and the award notification has been made. At that time, the full content of the proposals become public record and is therefore available for public inspection upon request.
- J. By submitting a Proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the Proposal. The State reserves the right to reject any or all proposals based on the exceptions presented, without obligation to communicate or negotiate with the bidder.
- K. The details of the evaluation process will be provided to interested parties, upon request, after selection of the apparent successful proposal.

APPENDIX A

MAINE DEPARTMENT OF TRANSPORTATION
Schedule of Items
For
Kittery & Yarmouth Information Center
Janitorial Services and Grounds Maintenance

Vendor Name: _____ Tel #: _____

Address: _____

The Department will reject bids if any one of the following occurs:

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed
- c) the price for any item is not provided or is unreadable
- d) the Bid contains any irregularities, such as: handwritten changes may not be made to the contract.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book Instructions.

BIDDERS MAY BID ONE OR BOTH LOCATIONS.

Item #	Description	Price to perform Services described in the RFP for 1 year
1	Kittery Information Center - Janitorial Services and Grounds Maintenance	\$
2	Yarmouth Information Center - Janitorial Services and Grounds Maintenance	\$

Print Respondent's Name and Title

Signature of Legally Authorized Representative

Date

APPENDIX B

May 19, 2010

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 PROVISIONS

Contract Administrator: The contract administrator for this contract will be:

Name: Travis Moore
Title: Transportation Operations Manager
Address: Maine Department of Transportation
PO Box 358
Scarborough, ME 04070
Tel# (207) 215-3529

Allowable Work Times Will provide pre-screened dependable workers on site, 24 hours per day 7 days per week, 365 days per year with on-site supervision to accomplish the work and maintenance listed. 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.

Default and Termination 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 perform 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. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- F. Discontinues the prosecution of the Work without the Department approval.
- G. Continues to perform Work after the Department directs that Work be stopped.
- H. Fails to follow recognized Safety Standards.

- I. 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.

BASIS OF AWARD

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

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(s) with the highest scored responsive Bid per location as determined by the Department is Awarded the Contract(s). The Department may not execute the Contract(s) with the Apparent Successful Bidder(s) 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

schedule of items, 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(s) 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 Qualified Bidder(s). All items must be delivered to the Department’s Bureau of Maintenance and Operations. The Apparent qualified Bidder(s) is determined by using the criteria and requirements described in the Request for Proposal. The award will be granted to the bidder(s) with the Evaluation Committee’s approval 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(s) and notify the Contractor(s) of the award with a written Notice of Award. If the Department and the Apparent Successful Bidder(s) 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(s). The point of Contract execution is when the Department signs the contract.”

CONTRACT AWARD APPEAL

The Contract award is a final decision of MaineDOT. Any person aggrieved by the award decision may appeal the decision to the MaineDOT, Director of Maintenance & Operations. The appeal must be in writing and filed with the Director of Maintenance & Operations, 16 State House Station, Augusta, Maine 04333-0016, within 14 calendar days of contract award date. If the bid contains non-curable bid defects, the Department will reject the bid and the Bidder will have no opportunity to appeal. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness