

Updated 05/15/2020

STATE PROJECT

Effective May 15, 2020
Supersedes April 22, 2020

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:
For a Paper Bid:
 - a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Price Component Schedule, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, (if required), and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Price Component Schedule (excluding non-selected alternates).
4. Bid Guaranty acceptable forms are:
 - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
 - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.
5. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Build America Buy America

The Build America Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. This project is subject to two approved waivers of the Build America Buy America Act through its funding sources and funding contributions from the Passamaquoddy Tribe. These waivers include a full waiver of all non-compliant sourced items up to \$11,589,176 and a waiver on the full project for Manufactured Products as defined consistent with OMB regulations, 2 CFR § 184.3. We do ask that applicants track all purchases that would be subject to Build America Buy America requirements so we can track compliance with applicable requirements and waivers. Information on approved waivers is available here: <https://www.commerce.gov/oam/build-america-buy-america>

*If you need further information regarding Bid preparation, call the DOT
Contracts Section at (207) 624-3410.*

*For complete bidding requirements, refer to Section 102 of Division 100 General
Conditions and to the Notice to Contractors.*

April 28, 2017
Supersedes November 05, 2014

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 plan holders 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 fill out the on-line plan holder registration form and provide an email address to 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.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

STATE OF MAINE DEPARTMENT OF MARINE RESOURCES

Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a Corporation

duly organized under the laws of the State of _____ and having a usual place of Business in _____ and hereby held and

firmly bound unto the Treasurer of the State of Maine in the sum of _____, for payment which

Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and

severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of Marine

Resources, hereafter Department, a certain bid, attached hereto and incorporated as a part herein, to enter into a

written contract for the construction of _____ and if the Department

shall accept said bid and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of said contract, and for

the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other

respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void;

otherwise it shall remain in full force, and effect.

Signed and sealed this _____ day of _____, 20____

WITNESS:

WITNESS:

PRINCIPAL:

By _____

By _____

By _____

SURETY:

By _____

By _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFIs may be submitted electronically through the Maine DOT’s web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms 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.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

State of Maine
Department of Transportation

RFI No: _____

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested for:

WIN: _____ Town: _____ Bid Date: _____

Question(s):

Reference Document	Reference Section, Spec, Page, or Location	Question

Request by:

Company Name: _____ Phone: (_____) _____

Email: _____ Fax: (_____) _____

Complete this form and email questions to RFI-Contracts.MDOT@maine.gov, Please include the word "RFI" along with the Project Name and Identification Number in the Subject line, or electronically by using the RFI Tab located on the Individual Projects Detail page.

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>

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)

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Marine Resources (Department), an agency of state government with its principal administrative offices located at 21 State House Station, Augusta, Maine, with a mailing address at 21 State House Station, Augusta, Maine 04330, and _____, a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____.

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract and reasonably inferable therefrom including Extra Work in conformity with the Contract for the **Woodland Fish Passage System** in the town/city of **Baileyville**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **December 31, 2027**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages of \$2,100 per day as more fully set forth in Sections 107.7 and 107.8 of *Division 100 General Conditions*.

C. Price.

The quantities given in the Price Component Schedule of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is:

Section 1 \$ _____

Section 2 \$ _____

Section 3 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Bid Documents as updated through advertisement, Division 100 General Conditions, Specifications, Contract Agreement, and Contract Bonds. The Bid Documents include the Notice to Contractors, Contract Bid Book, Amendments, and the following Contract Exhibits:

Exhibit A - Division 100 General Conditions

Exhibit B - Design Plans (General & Demolition, Civil, Structural, Mechanical, Electrical, Intake Design)

Exhibit C - Design Specifications

Exhibit D - Design Reference Documents

Exhibit E - Permits

Exhibit F - Woodland Safety Procedures

Exhibit G - Woodland General Requirements

Exhibit H - Federal Award Conditions

It is agreed and understood that this Contract will be governed by the documents listed above.

E. Amendments

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the *Division 100 General Conditions*, Plans, Specifications, Contract Agreement; and Contract Bonds contained herein for construction of: **Woodland Fish Passage System**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the

materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the lump sum prices in the attached "Price Component Schedule."

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Price Component Schedule," which may be ordered by the Project Manager, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in *Division 100 General Conditions*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of *Division 100 General Conditions* and complete the Work within the time limits given in this Contract.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

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

- Section 1 ☐
- Section 2 ☐
- Section 3 ☐

Contract Amount: _____

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

MAINE DEPARTMENT OF MARINE RESOURCES

Date

By:Carl Wilson, Commissioner

(Witness)

BOND #

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **in the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which payment
well and truly to be made, Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in the
Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State of
Maine.

Signed and sealed this _____ day of _____, 20.... .

WITNESSES:

Signature.....
Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ in the State of _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of _____
_____ and 00/100 Dollars (\$) _____)
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in the
Contract to construct Project Number _____ in the Municipality of _____
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the obligee
may incur in making good any default of said Principal, then this obligation shall be null
and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20

WITNESS:

Signature.....
Print Name Legibly

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly
SURETY:

Signature.....
Print Name Legibly

.....
Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....
.....

ADDRESS
.....

TELEPHONE

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following applicable non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 460 I), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL I 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).