

MATTAWAMKEAG

DIFFUSER
(Materials Only)

WIN 021162.18

2018

Updated 04/28/17

STATE PROJECT

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper bids.
2. As a minimum, the following are to be completed and must be received prior to the time of bid opening:
 - 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 to Purchase Supplies, Materials and/or Equipment for a Specific Project form
 - e. The completed Contractor Information Sheet
 - 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 Schedule of Items
4. For security and other reasons, all Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title: Mattawamkeag Diffuser
 - Town: Mattawamkeag
 - Date of Bid Opening: _____
 - Name of Contractor with mailing address and telephone number:

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

- Double Envelope: Bid Enclosed
- Title: Mattawamkeag Diffuser
- Town: Mattawamkeag
- Date of Bid Opening: _____
- Name of Contractor:

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

- Bid Enclosed: Do Not Open
- Title: Mattawamkeag Diffuser
- Town: Mattawamkeag
- Date of Bid Opening: _____
- Name of Contractor:

5. 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. <http://www.maine.gov/mdot/mainedotdirections.htm>. 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. 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, 16 State House Station, Augusta, ME 04333-0016.
6. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, November 2014 Edition.

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.

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. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments 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.

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

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: _____

(Date)

(Signature)

(Name and Title Printed)

**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 "Bids for a **Diffuser** in the town of **MATTAWAMKEAG**" 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 March 14, 2018 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: WIN 21162.18

Location: In Penobscot County, delivered to the MaineDOT maintenance yard in Medway.

Outline of Work: Supply and deliver a Diffuser and other incidental work.

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, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. 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 Documents, specifications and bid forms can be viewed and obtained digitally at no cost 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 Presque Isle. 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 bond, performance bond or payment bond required.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 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
February 21, 2018



CLIFTON CURTIS
ASST. 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 |
|------------------|------|
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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)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 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 _____, and a mailing address of _____ and a telephone number as follows: _____.

The Vendor Customer Number of the Contractor is _____.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

A. Deliverables.

The Contractor agrees to provide the Materials known as a Diffuser, more specifically described in Appendix A for use in MaineDOT Project No. 21162.18 (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees the Materials shall be ready for delivery on or before **July 15, 2018** and shall be delivered in accordance with Appendix A. This Contract expires on **December 31, 2018**.

C. Bid Price.

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

D. Contract Documents.

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

Appendix A--Description of Materials, Supplies, Equipment and Bid Price
Appendix B--Special Provisions for the Purchase of Supplies, Materials or Equipment
Special Provisions, Supplemental Specifications and Appendices
Standard Specifications, November 2014 Edition, as updated through advertisement
Standard Details November 2014 Edition as updated through advertisement

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

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 Appendix B are accurate as of the date of this Contract.
2. The Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. 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.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

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

Dated: _____

CONTRACTOR

(Name and Title Printed)

F. Award.

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$ _____ under the terms and conditions set forth above.

Dated: _____

MAINE DEPARTMENT OF TRANSPORTATION

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

This Agreement (the “Contract”) is entered into between the Maine Department of Transportation (“Department” or “MaineDOT”) with its principal office located at Child Street, Augusta, Maine, and a mailing address of 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 _____, and a mailing address of _____ and a telephone number as follows: _____.

The Vendor Customer Number of the Contractor is _____.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the “Materials”) described in attached Appendix A. The offer submitted by Contractor (the “Bid Price”) is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

A. Deliverables.

The Contractor agrees to provide the Materials known as a Diffuser, more specifically described in Appendix A for use in MaineDOT Project No. 21162.18 (the “Project”).

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees the Materials shall be ready for delivery on or before **July 15, 2018** and shall be delivered in accordance with Appendix A. This Contract expires on **December 31, 2018**.

C. Bid Price.

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

D. Contract Documents.

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

Appendix A--Description of Materials, Supplies, Equipment and Bid Price
Appendix B--Special Provisions for the Purchase of Supplies, Materials or Equipment
Special Provisions, Supplemental Specifications and Appendices
Standard Specifications, November 2014 Edition, as updated through advertisement
Standard Details November 2014 Edition as updated through advertisement

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

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 Appendix B are accurate as of the date of this Contract.
2. The Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. 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.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

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

Dated: _____

CONTRACTOR

(Name and Title Printed)

F. Award.

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$ _____ under the terms and conditions set forth above.

Dated: _____

MAINE DEPARTMENT OF TRANSPORTATION

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT
FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and CONTRACTOR ABC INC ("Contractor"), a corporation or other legal entity organized under the laws of the State of MAINE with its principal place of business located at ABC STREET, ABC, Maine 00000, and a mailing address of ABC STREET, ABC, MAINE and a telephone number as follows: 207-999-9999

The Vendor Customer Number of the Contractor is VC999999999.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

A. Deliverables.

The Contractor agrees to provide the Materials known as SOMETHING, more specifically described in Appendix A for use in MaineDOT Project No. 99999.00 SOME TOWN (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials on or before SOME DAY, 20XX. This Contract expires on DECEMBER 31, 20XX.

C. Bid Price.

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

D. Contract Documents.

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

- Appendix A--Description of Materials, Supplies, Equipment and Bid Price
- Appendix B--Special Provisions for the Purchase of Supplies, Materials or Equipment
- Special Provisions, Supplemental Specifications and Appendices
- Standard Specifications, November 2014 Edition, as updated through advertisement
- Standard Details November 2014 Edition as updated through advertisement

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT
FOR A SPECIFIC PROJECT

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 Appendix B are accurate as of the date of this Contract.
2. The Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. 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.

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

Dated: (Date Here)

CONTRACTOR

(Sign Here)

(Print Name Here)

(Name and Title Printed)

F. Award.

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$ _____ under the terms and conditions set forth above.

Dated: _____

MAINE DEPARTMENT OF TRANSPORTATION

(Name and Title Printed)

APPENDIX A
Description of Materials, Supplies, Equipment and Bid Price

Contractor _____

SCHEDULE OF ITEMS

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, or
- c) the unit price for any item is not provided or is unreadable.

Do not make handwritten changes to the bid documents.

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

Price

Item: Diffuser, 1 lump sum \$ _____

Description

The Contractor shall furnish and deliver the material listed in the Schedule of Items in this Appendix in accordance with the contract documents. The fiber glass diffuser must meet the requirements of this Contract, the Plans, the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, and Special Provisions, including but not limited to Special Provision Section 509.

Print Respondent's Name and Title

Signature

Date

Delivery

Delivery of finished product shall be on or before date shown in Section B. Time of the Contract. The Contractor shall notify MaineDOT, Alexander Mann, Soils Research Scientist of Region 4, (207) 215-6328 a minimum of 48 hours prior to delivery. Alternative contacts are: Brent Bubar, (207) 764-2207, or James Ball (207) 764-2223. The Contractor shall deliver the materials only during the following times: Monday through Friday, 7:00 AM through 3:30 PM except for they may not deliver on Maine State Government holidays, or government closure days.

Delivery shall be to the following location:
MaineDOT Medway Maintenance Yard
185 Grindstone Road, Medway (Right off I95 Exit 244)

The Department will not be responsible to off-load the materials at the delivery site.

Contract Administrator The contract administrator for this contract will be:

Name: James Ball
Title: Transportation Crew Leader - Contracts
Address: Maine Department of Transportation
41 Rice Street, Presque Isle, ME 04769

Invoices and Payments The Contractor shall submit an itemized bill to the Department for materials following delivery for approval and payment. At a minimum, invoices shall include the following information:

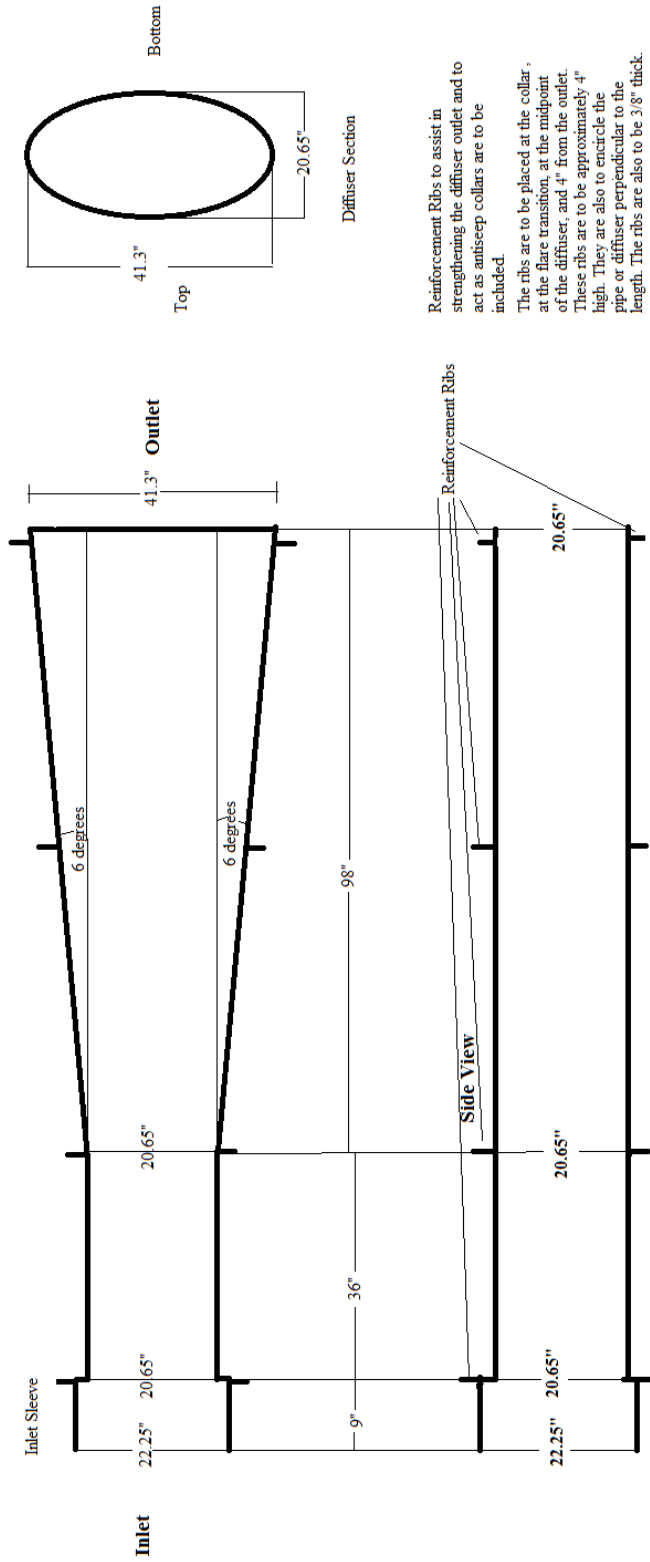
Contractor name, address & Contract Number
Invoice Date & Number
Dates of Delivery

The Department will pay based upon the materials delivered at the prices bid and the invoices approved. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to supply the materials under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work. The Department may withhold payments claimed by the Contractor on account of incomplete or incorrect invoices or materials that are defective or not in conformance with the contract.

Material Quality Materials and manufactured products shall be new unless otherwise specified, free from defect, and in conformity with the contract. If there is no applicable standard set forth in this Contract for a particular item, then the item shall be in accordance with industry standards prevailing at the time of bid. The Department has the authority to inspect all Materials and every detail of the Work. 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.

Liquidated Damages Except as expressly provided otherwise in this Contract, the Contractor shall owe the Department Damages in the per diem amount of \$225 per day for each Calendar Day that any portion of the Materials that are delivered after the Contract Delivery Date. This will be deducted from amounts otherwise due the Contractor. Permission for the Contractor to deliver the Materials after the Contract Delivery Date shall not waive the Department's rights to assess Damages.

Plan View



Reinforcement Ribs to assist in strengthening the diffuser outlet and to act as antiseep collars are to be included.

The ribs are to be placed at the collar, at the flare transition, at the midpoint of the diffuser, and 4" from the outlet. These ribs are to be approximately 4" high. They are also to encircle the pipe or diffuser perpendicular to the length. The ribs are also to be 3/8" thick.



**Note: All dimensions are internal
The wall thickness is to be 3/8"**

WIN 021162.18
Mattawamkeag Winn Diffuser
Maine Department of
Transportation

Contact: Alexander Mann, Hydrologist,
Maine DOT, cell phone 207-215-6328
Email - Alexander.Mann@Maine.Gov

SPECIAL PROVISION
SECTION 509
(FURNISHING COMPOSITE DIFFUSER)

Description This specification covers the furnishing of a glass fiber reinforced polymer (FRP) diffuser. The work shall include furnishing and delivering a diffuser as indicated on the plans, in accordance with this specification, and as directed by the Resident

DEFINITIONS

For the purpose of this specification, the following definitions apply:

| | |
|---------------------------------|--|
| E-glass | Alumo-borosilicate glass with an alkali content of maximum one weight percent, when expressed as sodium oxide (Na ₂ O) |
| Effective length of unit | The distance between planes normal to the unit axis and passing through the end points of the lining unit |
| Liner segment | A discrete length of culvert lining which may be either a single pipe lining unit or a combined pair of segmental lining units |
| Vinyl ester resin | A resin produced by the esterification of an epoxy resin with an unsaturated monocarboxylic acid – the reaction product is then dissolved in a reactive solvent, such as styrene, to a 35 - 45 percent content by weight |

MATERIALS

Glass Mat A layer of E-glass fiber constructed as either chopped strand mat (CSM) or continuous filament mat (CFM) that provides a resin rich FRP layer near the corrosion/erosion exposed surface. All glass fiber reinforcement shall have a surface treatment (binder) compatible with the lining manufacturing process and the matrix resins. A stitched material laminate is also acceptable.

Glass fiber Reinforcement All glass fiber reinforcement shall be E-glass or better and have a surface treatment compatible with the lining manufacturing process and the matrix resins. Unidirectional (UD) reinforcement areal weight shall not exceed 55 oz/yd² in any single ply. A layer of CSM or CFM shall separate layers of UD fabric where applicable to maintain laminar shear strength. The E-glass material shall not contain more than 0.2% moisture by weight as supplied; it shall be uncontaminated and protected to the point of use.

Resin Vinyl ester corrosion resistant resin shall be used with a catalyzation process applied in accordance with the resin manufacturer's instructions. The resin shall have a viscosity suitable for vacuum infusion. The gel time shall be adequate for the given environmental conditions present during the manufacturing process. The gel time must allow for the elimination of wedging within the part. Resin promotion should allow for adequate cure during manufacture. Resin must achieve 80+% of manufacturer's Barcol value without post curing.

Cured resins, as cast singly without reinforcement, shall have an elongation at break greater than 5% when tested in accordance with ASTM D790. In addition, the Barcol Hardness as determined by ASTM D2503 shall be at least 30. Resins “flexibilised” by the addition of plasticisers shall not be used.

Coating Dyes, pigments, or additives shall be introduced as necessary in the resin to provide resistance to ultra-violet light degradation and a uniform, muted appearance.

MANUFACTURING REQUIREMENTS

General The diffuser shall be manufactured with the following elements:

- A corrosion and abrasion resistant barrier layer (BL)
- A glass reinforcement layer comprised of double bias and unidirectional fabric

The manufacturing facility shall have a Certified Composites Technician (CCT) certified in the Vacuum Infusion Process (VIP) on staff to supervise or perform the layup and infusion of all composite components. The design of the diffuser shall be completed by a composites engineer and be verified by a Professional Engineer.

Barrier layer (BL) The BL shall be manufactured from a vinyl ester resin system reinforced with E-glass CSM or CFM between 40-50% content by weight. The BL shall be a minimum of 0.12 inches thick.

Glass reinforcement The structural layer shall be made up of vinyl ester resin impregnated layers of E-glass fiber. The two outer plies shall be double bias (± 45) stitched or woven fabric having an areal weight of at least 24 oz/yd². The inner plies shall be made up of unidirectional (UD) E-glass with the fiber direction oriented in the circumferential (hoop) direction of the liner. The areal weight of the UD plies shall be selected by analysis and test to satisfy strength and stiffness requirements. The structural layer shall have a fiber content of between 55%-65% by weight.

Diffuser Fabrication The diffuser shall be fabricated from E-glass fabric and vinyl ester resin using the materials described above. The size, shape, and elevation of the diffuser features shall be as shown in the detail. Wall thickness shall be at least 3/8 inch. Wall thickness may need to increase based on panel radius. Allowable stresses as per RTP1-2007.

Manufacturing Process The diffuser shall be manufactured using vacuum assisted resin transfer molding (VARTM) to ensure the production of high quality components and repeatability of physical and mechanical properties.

All layers of the diffuser shall be produced in a single-injection process whereby barrier elements and reinforcing layers are formed in a singular resin infusion step.

All raw materials shall be tested at a frequency sufficient to ensure consistency and compliance with this specification. The manufacturer shall adequately supervise all stages of production and keep records of the raw material batches used and products made each work shift or day. Manufacture shall be under environmental conditions compatible with producing a satisfactory diffuser and raw materials shall be stored and used in compliance with the recommendations of their manufacturers.

Reinforcement materials shall be stored in dry conditions. The manufacturer shall be familiar with the changes in viscosity, gel times, etc., which may occur during storage of the resin, and make appropriate allowances in the lining manufacturing process. Resin stored in original unopened containers shall not be used after the resin manufacturer's stated expiration date.

QUALITY ASSURANCE

As part of the quality assurance procedures, the Contractor shall obtain from the manufacturer records of the following against each batch of output product:

- raw material batch details, including source, acceptance test records, purchase dates and shelf-life at time of use
- resin mixing records
- initiator level
- mold pressure at commencement of infusion
- mold temperature
- resin temperature
- ambient temperature of the shop
- infusion start and stop time
- visual inspection results of the cured part
- final Barcol readings
- technician names and date of manufacture

Performance requirements A composites engineer shall determine the appropriate reinforcing ply thickness to satisfy all strength, stiffness, and seam strength requirements. Mechanical testing performed by a certified (ISO 9000 or equivalent) testing laboratory shall be conducted to verify predicted material properties for final design and provide quality control data. All calculations supporting the design shall be submitted to the Department upon request.

Type tests Coupon tests to verify predicted mechanical properties used during preliminary design shall be performed before completing the detail design. These tests shall include flexural strength and modulus per ASTM D790 and compressive strength and modulus per ASTM D6641. The acceptable design value for strength is the mean minus two standard deviations. The acceptable design value for modulus is the mean.

QUALITY CONTROL

General The following test requirements are necessary in order to demonstrate a continuing satisfactory level of production quality in day to day production. The manufacturer shall establish a quality system to meet the requirements of ISO 9001 or ASME RTP-1. Witness panels fabricated at the same time using the same materials as the diffuser shall be used to conduct verification tests.

Dimensions Wall thickness and resin rich layer thickness shall be determined at a minimum of three locations in each test sample using a method of measurement accurate to the nearest 0.005 inches by measuring cut surfaces through the lining wall. The cut surfaces shall be smoothed sufficiently for the different layers to be delineated. Generally the locations of cores shall include:

- A point towards the center of the test sample and points near each end of the test sample, but not at a joint.

Resin cure The surfaces shall not be tacky to the touch. Each test specimen shall be tested in accordance with the method described in ASTM D2503 at a minimum of three points and shall have a hardness not less than the minimum specified. Post curing is permissible if necessary to achieve the desired results.

Analysis of construction The disposition of the laminates or layers and the constituents within them shall correspond to those of the type tested for weirs. The percentage by weight of the constituents and the weight of glass per unit area shall not deviate from the declared control values by more than $\pm 10\%$ (of each numerical value).

Appearance The internal and external surfaces of each section shall be examined visually and be free from defects. Where practicable this shall occur prior to application of any bed mat backing or pigmented, UV resistant final surface coating.

Mechanical Properties The coupon tests described in 6.4 shall be conducted on test samples. The Quality Control Test results are acceptable if the calculated design values are not less than 95% of the Type Test values.

Test conditions Unless otherwise required by this specification the test measurements shall be conducted at a temperature of $72 \pm 10^\circ\text{F}$ and relative humidity of $50 \pm 10\%$.

Specimen conditioning For Type Testing, specimens shall be kept in air $72 \pm 10^{\circ}\text{F}$ and $50 \pm 10\%$ RH for not less than 72 hours prior to testing.

For Quality Control Testing, specimens shall be kept in air at $72 \pm 10^{\circ}\text{F}$ and $50 \pm 10\%$ RH for not less than 24 hours after they are considered to be cured.

NOTE The preferred temperature for conditioning and testing composite materials is 72°F and 50% RH.

Test specimen preparation Test specimens shall be prepared in accordance with the applicable ASTM standards.

WORKMANSHIP, INSPECTION AND CERTIFICATION

Appearance and surface condition The surface of the diffuser shall be free from tackiness and defects such as protruding fibers, air voids, crazes, cracks, blisters or foreign matter that might impair the performance in service. The surface of the diffuser shall be finished with a pigmented UV resistant final coat. Pigment must be compatible with the resin system. The diffuser shall be handled, stored and transported in such a way as to prevent damage before installation.

Inspection In addition to the manufacturer's own inspection and supervision, the Department shall have access at all reasonable times to inspect parts and all relevant test records.

Certification The Contractor's QC inspector shall have a minimum of 5 years experience in FRP fabrication. The Contractor shall, on request, furnish the Department, with copies of a signed certificate stating that the construction and testing of the diffuser supplied comply with the requirements of this specification and given details of minimum performance parameters agreed with the Department. If required by the Department, the quality control test results or a suitable summary shall be provided with the certificate.

Method of Measurement The diffuser will be measured as one lump sum, complete and delivered.

Basis of Payment The diffuser will be paid for at the contract lump sum price, complete and delivered. The price shall be full compensation for furnishing and delivering the diffuser and hardware; and for all other materials, equipment, labor and incidentals necessary to complete the work.

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- 1) **WARRANTY.** Contractor warrants:
 - a) That all articles and services to be supplied by it under this contract are fit and sufficient for the purpose intended;
 - b) That all articles and services covered by this contract will conform to the specifications, drawing samples, symbols or other description specified by the Department;
 - c) That such articles are merchantable, good quality and free from defects whether patent or latent in material and workmanship;
 - d) That all workmanship, materials and articles to be provided are of the best grade and quality; and,
 - e) That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this Contract or relieve the Contractor from liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the materials and articles delivered pursuant to this Contract and pay any damages resulting from such defects which shall appear within 1 year from the date of final acceptance of the materials and articles provided hereunder. The Department shall give written notice of observed defects with reasonable promptness.

- 2) **TAXES.** Contractor agrees that, unless otherwise indicated in this Contract, the prices herein do not include federal, state or local sales, or use the tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Department as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Department and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Department.
- 3) **PACKING & SHIPMENT.** Deliveries shall be made as specified without charge for boxing, shipping or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform with the requirements of common carriers and any applicable specifications. Order numbers and symbols must

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be plainly marked on all invoices, packages, bills of lading and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipping terms F.O.B. destination.

- 4) **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. Articles fabricated beyond the Department's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule. Unless otherwise specified herein, or receipt of written approval, no deliveries shall be made in advance of the Department's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Department. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- 5) **REMEDY.** If Contractor's deliveries fail to meet such schedule, the Department, without limiting its other remedies, may direct expedited shipping, and the difference between the expedited routing and the order routing costs shall be paid by the Contractor.
- 6) **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Department at its option may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Department may reject an entire shipment of similar articles if a sample inspection discloses that ten (10%) percent of the articles inspected are defective. This may be waived if the Contractor agrees to reimburse the Department for the cost of a complete inspection of the articles included in such shipment. Rejected material will be returned at Contractor's risk and expense at the full invoice price plus applicable transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Department.

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- 7) **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.
- 8) **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.
- 9) **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she 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.
- 10) **CHANGES IN THE WORK.** The Department may make changes to its order, the Contract Amount will be amended accordingly, these changes will not invalidate this Contract. 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 monetary adjustment or any substantive change in the articles or materials shall be in the form of an amendment, signed by both parties and approved by the MaineDOT. Said amendment must be effective prior to delivery of the articles or materials.
- 11) **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 Contract shall in any case release the Contractor of its liability under this Contract.
- 12) **PERSONNEL.** The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or

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any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 13) **STATE EMPLOYEES NOT TO BENEFIT.** No individual employed by the State 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 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. 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.
- 14) **MATERIAL SAFETY DATA SHEETS.** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current material safety data sheet for any hazardous chemical to their direct purchasers of that chemical.
- 15) **ACCESS TO RECORDS.** The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Contractor shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.
- 16) **TERMINATION.** The performance of work under the Contract may be terminated by the Department in whole, or in part, whenever the Contract Administrator determines that such termination is in the best interest of the Department including but not limited to the following circumstances:
- (a) The Contractor fails to make delivery of articles, or to perform services within the time or time specified herein, or

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- (b) The Contractor fails to make delivery of articles, or specified materials, or
- (c) If Contractor defaults under any other term or condition of this contract, or
- (d) If Contractor fails to make progress as to endanger the performance of this contract in accordance with its terms; or,
- (e) If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency.

In the event that the Division terminates this agreement in whole or in part pursuant to this paragraph, the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as deemed appropriate by the Department, and Contractor shall be liable to the Department for any excess cost incurred.

- 17) **GOVERNMENTAL REQUIREMENTS.** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations.
- 18) **GOVERNING LAW.** This Contract is pursuant to 23 M.R.S.A. §52, and 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.
- 19) **STATE HELD HARMLESS.** The Contractor agrees to indemnify, defend and save 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. This indemnification includes 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.
- 20) **NOTICE OF CLAIMS.** The Contractor shall give the Department 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

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subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

- 21) **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
- 22) **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.
- 23) **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.
- 24) **DEBARMENT, SUSPENSION, INELIGIBILITY, OR EXCLUSION.** By signing the Contract, the Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
- 25) **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Contractor under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State 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.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.

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

“A Bidder that submits the lowest apparently responsive Bid. The Apparent Low Bidder may not be Awarded the Contract if a) the Bid is later found to be non-responsive in accordance with Section 102.11, b) the Bidder is found to be not responsible, c) the Bidder fails to comply with all applicable pre-Award Conditions, other pre-execution requirements of the Contract, d) consideration for Maine business enterprises results in low cost bids not being considered as the best-value for the State of Maine or e) the Department chooses not to Award a Contract.”

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

“The Bidder with the lowest responsive Bid which regarding the consideration Maine business enterprise is considered as best-value for the State of Maine, all as determined by the Department. A responsive responsible Bidder, usually the Apparent Low Bidder, that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidder if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

101.2 Definitions Contract Completion Date Delete the entire section and replace with the following:

“The required completion date of all Work pursuant to the Contract, except warranty work. The Contract Completion Date is usually on the Contract form.”

101.2 Definitions Contract Execution Delete the entire section and replace with the following:

“Execution of the Contract by the Commissioner or their authorized agent by signing the Contract form which action, upon written notification to the Contractor, forms a Contract as provided in Section 103.8 - Execution of Contract by Department.”

101.2 Definitions Contractor Delete the entire section and replace with the following:

“After the Department has executed the Contract by cosigning the Contract form provided in the Bid Documents, previously signed by the successful bidder, the Successful Bidder becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, “Contractor,” with a lower case “c,” may mean a firm engaged in construction Work.”

101.2 Definitions Manufacturer Add the following:

“The Contractor”.

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

“The low, responsive, responsible bidder, which regarding the consideration Maine business enterprise is considered as best-value for the State of Maine and to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidder.”

SPECIAL PROVISION SECTION 102 BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project location, WIN, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items in Appendix A, 2 copies of the completed Contract form, and any

other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.11.1 Non-curable Bid Defects E. Delete the entire section 102.11.1 E and replace with the following:

- (1) "The unit price and bid amount is not provided if the item quantity is not one or lump sum,
- (2) the unit price, bid amount or lump sum price is not provided if the item quantity is one or lump sum or
- (3) the lump sum contract price is not provided or
- (4) the unit price, bid amount or lump sum price is illegible as determined by the Department."

102.11.2 Curable Bid Defects A. Change "Contract Agreement Offer and Award forms" to Contract form.

102.11.2 Curable Bid Defects A. Delete the section and replace with the following:

"The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign the Schedule of Items.

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

"F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive."

SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

"If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department."

103.1 Add the following at the end of the section:

103.1.4 Bids for goods and services "Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion. Consideration for Maine business enterprises may result in low cost or top scoring bids not being considered as the best-value for the State of Maine."

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder's offer. Once the Department has received any pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

SPECIAL PROVISION SECTION 107
TIME

Delete the entire section 107.4 (or the entire section 107) and replace with the following:

107.4.1 General Duty of Contractor The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.