



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Paul R. LePage  
GOVERNOR

David Bernhardt  
COMMISSIONER

April 3, 2018  
Subject: Catch Basin Cleaning  
& Vacuuming  
State WIN: PH20180307CBC  
Location: **Region 3**  
**Amendment No. 3**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

**REMOVE** pages 23 thru 31, "APPENDIX A - SPECIAL PROVISION - SPECIFICATIONS OF WORK TO BE PERFORMED", 9 pages, dated February 2, 2018, and **REPLACE** with the attached, revised APPENDIX A - SPECIAL PROVISION - SPECIFICATIONS OF WORK TO BE PERFORMED", 15 pages, dated April 2, 2018.

The following question has been received:

Question: Do I need to re-submit a bid, or will our bid be placed in the pile for April 11<sup>th</sup> date?

Response: Bids do not need to be resubmitted. Bids will be accepted on either the Schedule of Items contained in the original bid book, or the one contained in this amendment.

Bidders that have not submitted the answer to the question which reads "Are you a Maine Business as defined in this Request for Proposals?" in the Schedule of Items, Appendix A may be given 5 business days to complete the question regarding Maine Business in the Schedule of Items, Appendix A. After the 5 days has elapsed, the Bidder shall be compared as a non-Maine business.

Consider these changes and information prior to submitting your bid on **April 11, 2018**.

Sincerely,

George M. A. Macdougall P.E.  
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER



**APPENDIX A**  
**REQUEST FOR PROPOSALS**  
**for Catch Basin Cleaning and Vacuuming Work in Region 3**

The Maine Department of Transportation is accepting Proposals with the intent to award a contract for the purpose of cleaning and vacuuming catch basins in Region 3. A contract will be awarded for two (2) years and may be renewed for up to another two (2) one year periods, if mutually agreed upon by the Contractor and the Department.

Proposals will be accepted from bidders and a contract will be executed with the qualified bidder receiving the Evaluation Committee's highest score using the criteria set forth in this RFP.

**I. SCOPE OF WORK & REQUIREMENTS**

**Contract Administrator**

The Contract Administrator for this contract will be:

Bill Emery Region 3, Transportation Operations Manager  
Maine Department of Transportation  
547 Main St.  
Dixfield, ME 04224

The Contractor shall contact the Contract Administrator, in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

**Scope and Specifications of Work**

Work covered by this contract consists of providing all labor and furnishing all equipment, supplies, materials and other applicable tools/items needed to perform the services

Attachment A includes all basins to be cleaned and vacuumed in Region 3. Some basins are cleaned every year and some basins are cleaned every other year.

All routine cleaning of catch basins will be performed as listed below and shall be completed each year by October 31st. The Contractor shall provide and maintain the work schedule and supply to MDOT. Work is to be performed during regular work hours which are normally Monday through Friday between 6:00 AM and 4:30 PM. Work performed outside of regular work hours must be pre-approved by MaineDOT.

Traffic control will be supplied by the Contractor in accordance with MaineDOT rules and regulations, the MUTCD, and Special Provision Section 652.

Emergency and other vacuuming/cleaning of catch basins will be performed on an as needed basis for the whole Region and requested/scheduled by MaineDOT. The Department may increase the number of basins to be cleaned/vacuumed and such increase or decrease shall not be considered Extra Work. When the MaineDOT notifies the Contractor of the additional basins, the MaineDOT will identify if the cleaning/vacuuming is to be paid under Item Catch Basin Cleaning/Vacuuming or Emergency Catch Basin Cleaning/Vacuuming. The Contractor must perform emergency work within 48 hours of notification.

The quantity of catch basins will be identified by Town on Attachment A. An electronic version of the GPS coordinates will be supplied to the successful Contractor.

The location of collected and vacuumed material will be transported and dumped as directed by MaineDOT at the nearest Region 3 MaineDOT facilities which are identified on Attachment B.

Equipment –The Contractor unit must have GPS navigation capability. (Coordinates will be provided by MaineDOT).

The Contractor must possess appropriate valid transport license.

The Contractor must mark each catch basin that is cleaned with an “X” with white paint on each grate immediately following cleaning.

The Contractor shall complete service reports daily identifying basins cleaned. Service reports are to be submitted weekly for MaineDOT inspection.

**Allowable Work Times**

The Contractor shall perform work only during the following times Monday through Friday, 6:00AM through 4:30 PM except for they may not work on holidays as defined in Appendix B nor government closure days unless otherwise directed by the Department.

**Contractor Requirements**

The Contractor must be able to clean and vacuum catch basins and transport and dispose of collected material as directed by MaineDOT and in accordance with State of Maine rules, laws and regulations.

The Contractor must be able to be notified and the necessary personnel and equipment mobilized and be on site within 48 hours or less when MaineDOT has determined an emergency.

The Contractor equipment unit must have GPS navigation capability. (GPS Coordinates will be provided by MaineDOT).

The Contractor must possess appropriate valid transport license.

**Basis of Award**

The basis of award for determining the Apparent Low Bidder will be the price given for Section 0001. Section 0002 Emergency Catch Basin Option must be bid on by the bidder, but may or may not be awarded based on the bid prices and the region's needs.

**Changes**

The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual Work authorized and performed at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

II. **MEASUREMENT AND PAYMENT**

Catch Basin Cleaning/Vacuuming will be measured by the actual number of catch basins cleaned and accepted.

Emergency Catch Basin Cleaning/Vacuuming will be measured by the actual number of catch basins cleaned and accepted for basins the Department designated an emergency.

Accepted quantities will be paid for at unit price per basin which shall include full compensation for all equipment, labor, materials and incidentals required. Mobilization will not be paid for separately and shall be considered incidental to the per basin rate.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit invoices biweekly for payment to the Contract Administrator in Region 3 for services at the completion of the work and acceptance of the finished material.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator in the Maine Department of Transportation Scarborough Office, for services monthly or at the completion of the assignment. Work Reports shall be attached to invoices. Invoices shall include the following minimum information:

Contractor name & address

Contract number

Invoice date & number

Dates and location of service

Quantity of each Item priced at the Unit cost for each Item at the Unit Prices contained in the Contractor's Bid

Extra Work agreed to by written Contract Modification

Total amount due

No such payment will be made if, in the judgment of the Department, the Work is not proceeding in accordance with the provisions of the Agreement. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services and incidentals used to perform all Work under the Agreement in a complete and acceptable manner, and for all risk, loss, damage or expense of any kind arising from the nature of the Work. No payments due the Provider will be adjusted for inflation. No interest shall be due and payable on any payment due the Provider. Invoices will need to be reviewed and approved by the contract Administrator before they are paid. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

- A. Incomplete, inaccurate or incorrect Invoices
- B. Damage to a third party,
- C. Claims filed or reasonable evidence indicating probable filing of claims,
- D. Failure of the Contractor to make payments to Subcontractors or for materials or labor,
- E. Regulatory non-compliance or enforcement,
- F. Defective Work,
- G. Damages for Non-conforming Work,
- H. All other causes that the Department reasonably determines negatively affect the State's interest.

### III. **PROPOSAL SUBMISSION REQUIREMENTS**

#### **1. General Information**

Bidders shall ensure that all information required herein is submitted with this proposal. Provision of inaccurate information or failure to provide all completed and required information may result in the Proposal being disqualified as non-responsive or receiving a reduced score. Bidders should be mindful of the Evaluation Criteria that are indicated in this RFP and shall provide information in the proposal that will permit an objective evaluation thereof. MaineDOT reserves the right to reject any or all bids.

Bidder's Proposal shall include all items listed in the "Bidding Instructions" and information requested in #3, Proposal Content, below.

#### **2. Proposal Format**

- a. Schedule of Items is to be used for bid price submittal. No variations or alterations are to be made to this sheet.
- b. Additional information requested in this Proposal should be typed or printed.
- c. Bidder's name should appear on all attachments submitted.
- d. Bidders are asked to respond to each Section below. Number each response of the Proposal to correspond to the relevant section.

### **3. Proposal Content**

At a minimum your Proposal package should include all items listed in the Bidding Instructions along with the following:

#### **Section I – Bidder’s Qualifications and Experience**

If the Bidder does not have a history of satisfactory performance performing similar Work under contracts with the Department shall submit evidence of compliance with the Contractor Requirements.

#### **Section II – Costs**

The Bidder shall complete and submit the Appendix A Schedule of Items, including the unit price bid for each item bid. No variations or alterations are to be made the Schedule of Items.

#### **Section III –Maine Business**

Using the criteria given on the Schedule of Items form, the Bidder shall indicate if they are a Maine Business or not by responding to the question found on the Schedule of Items form in Appendix A which reads “Are you a Maine Business as defined in this Request for Proposals?” No variations or alterations are to be made when responding to this question. The use of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states “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.”

### **IV. GENERAL INFORMATION**

This Bid does not commit MaineDOT to pay any costs incurred in preparing and submitting your proposal, or in procuring or subcontracting for services or supplies related to the proposal. MaineDOT reserves the right to reject any and/or all bids.

### **V. PROPOSAL EVALUATION, SCORING AND BASIS OF AWARD**

An Evaluation Committee will read and score each proposal. The Evaluation Committee will be composed of qualified 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.

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

The Evaluation Committee will use a consensus approach to evaluate the bids. 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.

Scoring the Cost Proposal: The scores will be based on a 100-point scale. The Evaluation Committee will read and score each proposal on the basis of the following weighted criteria:

Section	Criteria	Weight
I	Costs (Stated in Appendix A Schedule of Items)	100%

1. The cost proposed for conducting all the functions specified in this RFP for five (5) years will be assigned a score according to a mathematical formula. The lowest bid will be awarded 100 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$$\text{(lowest submitted cost proposal divided by the cost of proposal being scored)} \times 100 = \text{pro-rated score}$$

2. If the Bidder receiving the highest number of evaluation points for all criteria sections is a Maine business, as defined in this Request for Proposals, the contract award will be made to that Bidder.

If the Bidder receiving the highest number of evaluation points for all sections is a non-Maine business, the following will apply:

- a. The review team will determine if any Maine businesses are within a “competitive range”. Competitive range is defined as a proposal having a total Section I score within 5 points of the top bidder’s Section I score.
  - b. If there are any Maine businesses that score within the competitive range, the total proposed costs for the Bidder receiving the highest number of evaluation points and all Maine businesses in the competitive range will be compared. For comparison purposes, all Maine businesses will receive a 5% reduction to their total proposed cost. The contract award will be made to the lowest total proposed cost after the 5% reduction has been applied.
3. 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 provides the best value to the State of Maine. The term “Best Value” takes into consideration the qualities of the services to be supplied, their conformity with the

- specifications listed in the RFP, and the best interest of the State. For comparison purposes, all Bidders with "Below Standard" performance ratings on file with the Department in the last three (3) years will receive up to a 20% reduction in points.
4. The responsive Bidder receiving the highest number of evaluation points based upon the Proposal's satisfaction of the criteria established in the RFP which, regarding the consideration Maine business enterprise, is considered as best-value for the State of Maine, all as determined by the Department, may be offered the contract. The Department reserves the right to reject any or all bids.

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.

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.

The Department reserves the right to reject any or all bids.

The successful bidder will receive written notification of the award and the results will be posted on the MaineDOT website.

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.

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.

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

The Department will review the submissions and determine if the submitted evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be "Not Qualified" or disqualified as non-responsive. Within 14 days, the Department will review the submissions and determine if the available evidence or information satisfies the Department requirement that the bidder is

qualified to properly carry out the terms of the Contract. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. The Bidder shall have three (3) days to submit additions and clarifications in writing. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Requirements set forth in this contract, and is qualified to perform this type of work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- A. Not meeting contract Contractor requirements
- B. Insufficient experience
- C. Default(s) or termination(s) on past or current Contracts.
- D. Failure on past or current contracts to pay or settle all bills for labor, Materials or services. Failure on past or current contracts to comply with directives of the Department, to fulfill warranty obligations or to provide closeout documentation.
- E. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- F. Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.
- G. Failure to accept an Award of a Contract made by the Department to the Contractor.
- H. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.

- I. Failure to provide information requested by the Department in a timely manner.
- J. Debarment, suspension or a denial of prequalification or 'award of contract' by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- K. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- L. Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- M. Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- N. Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public, any deceptive, evasive or fraudulent statements or omissions contained in the Proposal, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is "Not Qualified".

## **VI. 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. Continues to perform Work after the Department directs that Work be stopped,
- G. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

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

1<sup>st</sup> Incident: If the Contractor does not take corrective action in a timely manner upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning.

3<sup>rd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

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



SPECIAL PROVISION 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 ADD the following:

“Apparent Highest Scored Bidder A Bidder that receives the Evaluation Committee’s highest total score using the weighted criteria in the bid documents. The Apparent Highest Scored 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 Low Bidder Delete the section in its entirety.

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

“Apparent Successful Bidder The Bidder with the highest scored 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 Highest Scored 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 in a low Bid process or the successful Proposer in a best value type of Contract 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 Successful Bidder Delete the section in its entirety and replace with the following:

“Successful Bidder The highest scored, 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 or Work location, Title, 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, 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, or
- (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 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.”

102.11.2 Curable Bid Defects ADD the following:

“G. The question which reads “Are you a Maine Business as defined in this Request for Proposals?” in the Schedule of Items, Appendix A has not been completed.

Upon Notification, the Bidder may be given 5 business days to complete the question regarding Maine Business in the Schedule of Items, Appendix A. After the 5 days has elapsed, the Bidder shall be compared as a non-Maine business.”

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 Analysis of Bids 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.”

103.4 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, special certifications, and other information from the Apparent Highest Scored Bidder. If a notice of Intent to Award is not sent within 30 days of receipt of the Bid Opening, the Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. If the Department and the Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5 Award Conditions.”

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 the insurance, and any other 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.”