

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

SCHEDULE OF ITEMS

- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

Basis of Award shall be the 2021 season. At the Department’s discretion and upon mutual agreement with the Contractor, the Contract may be extended up to 3 additional one-year periods at the bid prices given for that year listed below.

Bidder is required to bid all Items.

2021 Season

Description	Estimated Quantity per Season	Unit	Unit Cost (per acre cost)	Total Cost (Unit Cost times Quantity)
Program 1 1 Qt. Aquaneat 4.5 Oz. Esplanade 6 Oz. Milestone 4 Oz. Oust XP	1179 acres	Acre	\$	\$
Program 3 2 Qt. Aquaneat 16 Oz Nufilm IR (Ballast only)	143 acres	Acre	\$	\$
BASIS OF AWARD			Total Bid Price for 2021 Season	\$

2022 Season

Description	Estimated Quantity per Season	Unit	Unit Cost (per acre cost)	Total Cost (Unit Cost times Quantity)
Program 2 1 Qt. Aquaneat 4.5 Oz. Esplanade 4 Oz. Oust Extra 16 Oz. NuFilm IR	1179 acres	Acre	\$	\$
Program 3 2 Qt. Aquaneat 16 Oz Nufilm IR (Ballast only)	143 acres	Acre	\$	\$
Total Bid Price for 2022 Season				\$

SCHEDULE OF ITEMS

2023 Season

Description	Estimated Quantity per Season	Unit	Unit Cost (per acre cost)	Total Cost (Unit Cost times Quantity)
Program 1 1 Qt. Aquaneat 4.5 Oz. Esplanade 6 Oz. Milestone 4 Oz. Oust XP	1179 acres	Acre	\$	\$
Program 3 2 Qt. Aquaneat 16 Oz Nufilm IR (Ballast only)	143 acres	Acre	\$	\$
Total Bid Price for 2023 Season				\$

2024 Season

Description	Estimated Quantity per Season	Unit	Unit Cost (per acre cost)	Total Cost (Unit Cost times Quantity)
Program 2 1 Qt. Aquaneat 4.5 Oz. Esplanade 4 Oz. Oust Extra 16 Oz. NuFilm IR	1179 acres	Acre	\$	\$
Program 3 2 Qt. Aquaneat 16 Oz Nufilm IR (Ballast only)	143 acres	Acre	\$	\$
Total Bid Price for 2024 Season				\$

- **Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.**

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Date

(Print Bidder's Name and Title)

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

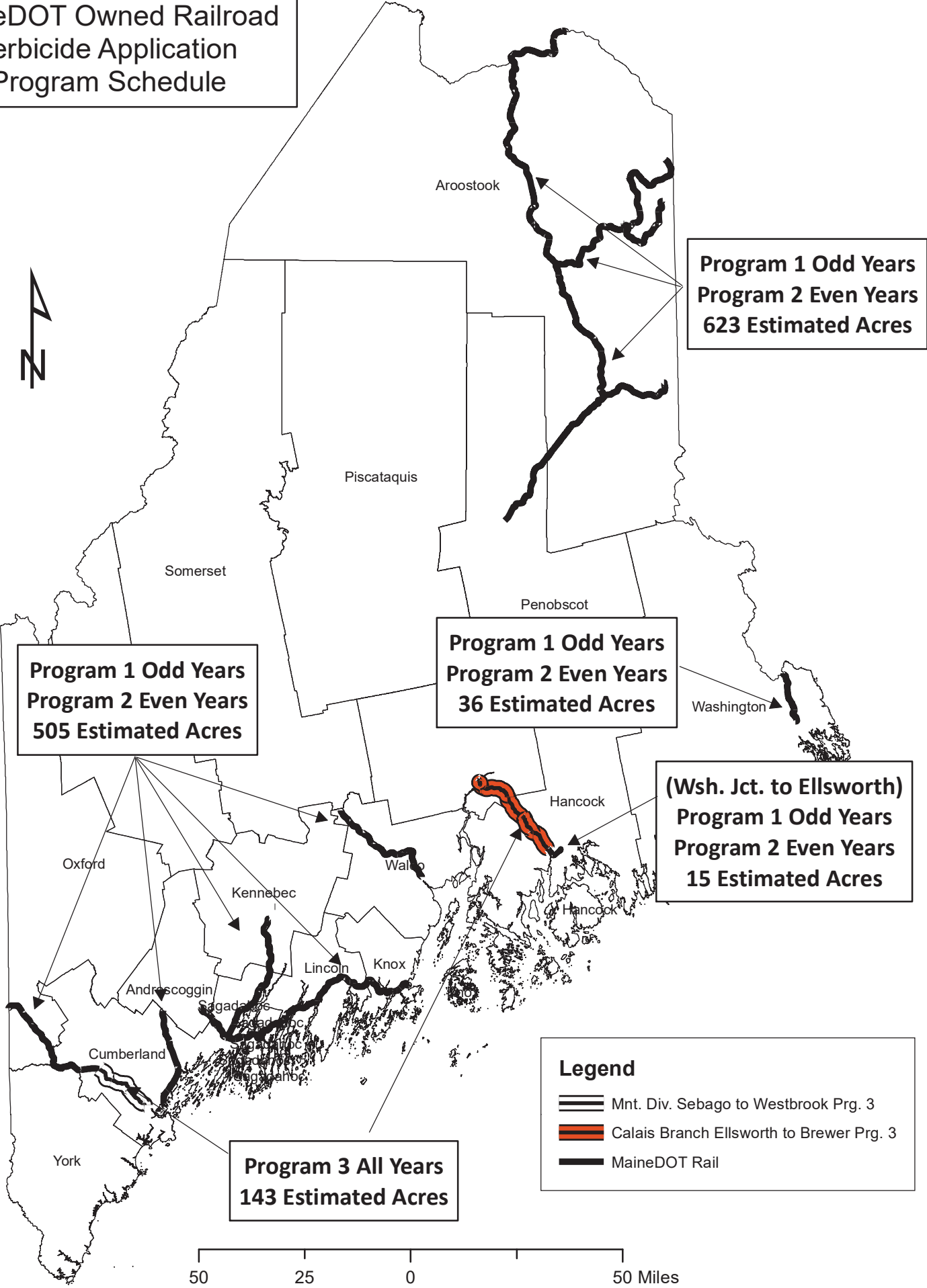
**Electronic bidding will NOT be
available
for this bid.**

**Bids will NOT be accepted
by email or fax.**

**SIGNED PAPER BIDS ARE
REQUIRED
and may be
mailed, sent express or hand delivered.**

For further information, see "BIDDING INSTRUCTIONS"
which are located near the front of the bid book.

**MaineDOT Owned Railroad
Herbicide Application
Program Schedule**



**Program 1 Odd Years
Program 2 Even Years
623 Estimated Acres**




**Program 1 Odd Years
Program 2 Even Years
505 Estimated Acres**

**Program 1 Odd Years
Program 2 Even Years
36 Estimated Acres**

**(Wsh. Jct. to Ellsworth)
Program 1 Odd Years
Program 2 Even Years
15 Estimated Acres**

**Program 3 All Years
143 Estimated Acres**

Legend

-  Mt. Div. Sebang to Westbrook Prg. 3
-  Calais Branch Ellsworth to Brewer Prg. 3
-  MaineDOT Rail

50 25 0 50 Miles

Contract Administrator

The Contract Administrator for this contract will be:

Greg Gay (Greg.Gay@maine.gov)
Transportation Maintenance Manager Railroads
Maine DOT
16 State House Station
Augusta, ME 04330

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.

Contractor Requirements

1. After Bid Opening and prior to contract Award, the Apparent Successful Bidder must provide proof of the following:
 - a. A currently employed Master level Maine licensed Pesticide Applicator.
 - b. A copy of the current employees Master level Maine Pesticide licensure.
2. The Contractor shall apply herbicides on State maintained Railroad ROW in accordance with the public notification schedule provided by the Contractor and in accordance with variances from Board of Pesticides Control applied for and successfully obtained by the Contractor, and in accordance with properly posted and approved Department no-spray agreements.
3. The Contractor must employ a minimum of one Master level Maine licensed pesticide applicator with current license and Category 6A Rights of Way as required by Board of Pesticides Control for the intended work. The Contractor shall provide a commercial Operator or Master level Maine licensed pesticide applicator with the same category to be on site for every herbicide application.
4. The Department may suspend Work if the Contractor fails to produce licenses when required by the Department at any time during the contract. The Department will not authorize Work to commence again until the Department has received and verified the Contractor's licenses.
5. The Contractor shall apply herbicides in accordance with the standards of the Maine Board of Pesticides Control, the Department, and all applicable regulatory agencies to include but not be limited to quality of application, safety standards, spill mitigation, and personal conduct.
6. The Contractor shall supply all the equipment necessary to apply herbicides in a safe and effective manner.
7. The Contractor shall have a complete SPC Economy Universal Spill Kit such as those supplied by Sorbent Products or equivalent, in all vehicles that are carrying herbicides whether concentrates or mixes which will be verified prior to the commencement of any workday.

8. The Contractor will maintain and submit copies of a daily report in compliance with Chapter 50 of Maine pesticide law and additionally provide record of: track segment, specific start/stop locations, start/stop times, vehicle number, acres sprayed, width of pattern, chemicals applied, personnel on job, department representative on job, train delays, and signature of spray operator to the Department Contract Administrator at the end of each day.
9. The Contractor must understand and be familiar with and at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the conduct of this work. The Department may suspend Work if violations are observed. The Contractor shall not resume work until the violations are resolved to the satisfaction of the Department.
10. In the event adequate control of vegetation is not achieved the contractor shall re-treat areas at no charge to the Department to achieve level of control. Such retreatment shall be coordinated with the Railroad Manager for timing of track access and support personnel. Some circumstances that may prevent adequate control of vegetation may include but are not limited to heavy rain soon after application that washes material away, misapplication, and turbid water, water harness, or extreme water pH.
11. The Contractor will not be compensated for non-approved work, regulatory violations, or fraudulent reporting.
12. There shall be no guarantee of a minimum number of acres sprayed. The Department will only pay for actual acres sprayed. The Department will not pay for travel time to or from work. The Contractor is considered to be at work during the day while performing assigned duties and travelling from one site to another.
13. Workers shall have appropriate personal safety equipment including but not limited to hard hats, reflective vests, safety glasses, hearing protection, steel toe boots, and PPE to comply with all federal and state regulations, and Department policies.

Herbicides Specifications

The herbicide programs shown in schedule of items shall be applied by the Contractor. The Department shall designate which program shall be used on an area. Equivalent generic products which contain the same active ingredients at the same concentration may be substituted for the chemicals listed with the exception of **Nufilm IR**.

Allowable Work Times

The Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table <http://www.sunrisesunset.com/usa/Maine/>. If the project town is not listed, the closest town on the list will be used as agreed.

Contractor's Safety Program

In order to be awarded a contract, the Bidder must have a current, applicable Safety Plan on file with the Department or must submit to the Department's Bureau of Maintenance & Operations, an acceptable, current Contractor's Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder's Project and Site Specific Safety Plan shall address the specific activities or tasks that require protection and establish the procedures that are to be followed to minimize the hazard. Specific statements which describe both what action is to be taken and how it is to be performed are preferable.

If a copy of the Contractor's Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit, prior to Contract award, a Safety Plan to the Department. The Contractor's Safety Plan shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA.

Award

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in the Application of Herbicide. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

Areas of experience shall include, but are not limited to:

- Herbicide Application on State Railroad
- Work performed in live traffic in accordance to the Manual on Uniform Traffic Control Devices (MUTCD)
- Work performed in or around water bodies in compliance with standards set by the Maine Department of Environmental Protection (MDEP).

The Contractor shall have and maintain current licenses, authorizations, ratings and registrations for the duration of the contract.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

If the Bidder does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder's key personnel who will be performing the Work specified in the contract documents, including a description of similar work completed in the last five (5) years that highlight the Bidder's and subcontractors' related experience. Such information shall include:

1. the key personnel's experience and number of years performing work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description and value of the work performed by key personnel.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

The Bidder's submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule. Contractors may be required post bid pre award to demonstrate they meet some of the contractor requirements.

Upon receipt of the pre-award submittals, 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 qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. 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 post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor 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. No Safety Plan or Project and Site Specific Safety Plan or an unacceptable Safety Plan or Project and Site Specific Safety Plan
- D. Default(s) or termination(s) on past or current Contracts.
- E. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- F. Failure to provide Closeout Documentation on past or current Contracts.
- G. Failure to fulfill warranty obligations on past or current Contracts.
- H. Failure to comply with directives of the Department on past or current Contracts.
- I. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- J. Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements.
- K. Failure to accept an Award of a Contract made by the Department to the Contractor.
- L. 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.
- M. Failure to provide information requested by the Department in a timely manner.
- N. 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).

- O. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- P. Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- Q. Safety Record, Environmental Record, Civil Rights, or Equal Opportunity Record significantly below industry standards. 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 Application, 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.”