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.