

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

**SCHEDULE OF ITEMS
ROOF PREVENTATIVE MAINTENANCE & REPAIR**

Contractor _____

Bid prices must be quoted as specified on the Appendix A worksheet. 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
- c) the unit price/lump sum price for any item is not provided or is unreadable
- d) the Bid contains any handwritten changes to the bid documents such as:
additional charges for transportation, supplemental fees or surcharges

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.

Bidders are to bid all locations.

**APPENDIX A - SCHEDULE OF ITEMS
WORKSHEET**

Region 1, Northern Area
Roof Preventative Maintenance & Repair

For the purpose of this RFP, a Maine Business is one that currently meets each of the following criteria:

1. Physical location within the borders of Maine;
2. Employment of at least one Maine resident; and
3. Subject to State of Maine taxes such as:
 - a. Business Income or Corporate Income
 - b. Property
 - c. Employment – Unemployment, worker's compensation

Are you a Maine Business as defined above in this Request for Proposals? ☐ Yes ☐ No

Company Name : _____ Contact Name & Phone Number: _____

Address: _____

Roof Maintenance & Repairs Labor Rates															Roof Inspections									
Straight Time Mon-Friday 6:00 a.m. to 5:00 p.m.															Over Time - hours outside of straight time and Holidays as defined in Appendix B					Roof Inspections -to be performed ONCE a year before May 31st. Bid either by the hour by entering # of hours for the inspection and hourly rate <u>OR</u> bid a Flat rate to perform the annual inspection.				
Item #	Facility/Location	Roof Area (square feet)	Roof Type & # of Stories	Roof Access (Ladder, stairs,etc.)	Est. # of hours per year	Hourly rate =	Total	Est. # of hours per year	Hourly rate =	Total	# of hours for the year	Hourly rate =	Total for Hourly Rate	Total for Flat rate for 1 full year	Grand total for the location (all 3 totals combined)									
1	MaineDOT Region 5 Headquarters, 41 Rice St., Presque Isle	3,780	Membrane, 1 Story	Existing Ladder or Other	30 X \$	= \$		10 X \$	= \$			X \$	= \$	OR \$	\$									
2	MaineDOT Bridge Building, 27 Rice St., Presque Isle	3,200	Membrane, 1 Story	Ladder or Other	30 X \$	= \$		10 X \$	= \$			X \$	= \$	OR \$	\$									
*3	Presque Isle Garage/Crew Qtrs., 33 Spruce Street, Presque Isle	7680	Membrane, 1 Story	Ladder or Other	40 X \$	= \$		10 X \$	= \$			X \$	= \$	OR \$	\$									
4	Ashland Garage/Crew QTRS, 25 Masardis Rd, Ashland	9600	Membrane, 1 Story	Ladder or Other	40 X \$	= \$		10 X \$	= \$			X \$	= \$	OR \$	\$									
5	MDOT Fleet Garage, 145 Bennett Drive, Caribou	17,820	Membrane, 2 Stories	Ladder or Other	100 X \$	= \$		10 X \$	= \$			X \$	= \$	OR \$	\$									
6	Garage/Crew QTRS (1), 145 Bennett Drive, Caribou	8,400	Membrane, 1 Story	Ladder or Other	40 X \$	= \$		10 X \$	= \$			X \$	= \$	OR \$	\$									
7	Garage/Crew QTRS (2), 145 Bennett Drive, Caribou	8,400	Membrane, 1 Story	Ladder or Other	40 X \$	= \$		10 X \$	= \$			X \$	= \$	OR \$	\$									
8	Houlton Garage/Crew QTRS, 159 Bangor Road, Houlton	8,400	Membrane, 1 Story	Ladder or Other	40 X \$	= \$		10 X \$	= \$			X \$	= \$	OR \$	\$									

Appendix A - Schedule of Items Continued

Straight Time Mon-Friday 6:00 a.m. to 5:00 p.m.										Over Time - hours outside of straight time and Holidays as defined in Appendix B					Roof Inspections -to be performed ONCE a year before May 31st. Bid either by the hour by entering # of hours for the inspection and hourly rate <u>OR</u> bid a Flat rate to perform the annual inspection.						
Item #	Facility/Location	Roof Area (square feet)	Roof Type & # of Stories	Roof Access (Ladder, stairs,etc.)	Est. # of hours per year	Hourly rate =	Total	Est. # of hours per year	Hourly rate =	Total	# of hours for the year	Hourly rate =	Total for Hourly Rate	OR	Total for Flat rate for 1 full year	Grand total for the location (all 3 totals combined)					
9	Medway Garage/Crew QTRS, 185 Grindstone Road, Medway	9,360	Membrane, 1 Story	Ladder or Other	40	X \$	= \$	10	X \$	= \$	X	\$	= \$	OR \$		\$					
10	Madawaska Garage/Crew QTRS, 14 Fournier Road, Madawaska	6,100	Membrane, 1 Story	Ladder or Other	40	X \$	= \$	10	X \$	= \$	X	\$	= \$	OR \$		\$					
11	Oakfield Garage/Crew QTRS, 239 Oakfield/Smyrna Road, Oakfield	8,400	Membrane, 1 Story	Ladder or Other	40	X \$	= \$	10	X \$	= \$	X	\$	= \$	OR \$		\$					
12	Fort Kent Garage/Crew QTRS, 14 Mills Road, Fort Kent	8,400	Membrane, 1 Story	Ladder or Other	40	X \$	= \$	10	X \$	= \$	X	\$	= \$	OR \$		\$					

(Print Respondent's Name and Title)

(Signature)

Date

Section – 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 the Bid Documents?” The Bidder shall not make variations or alterations 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.”

If the Apparent Low Bidder is a Maine business, as defined in the Bid Documents, the contract award will be made to that Bidder.

If the Apparent Low Bidder is a non-Maine business, the following will apply:

1. The review team will determine if any Maine businesses are within a “competitive range”. Competitive range is defined as a bid within 5 percent of the lowest bidder’s Bid.
2. If there are any Maine businesses within the competitive range, the total proposed costs for the Apparent Low Bidder 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.

PRE-BID ROOF INSPECTIONS

PRE-BID ROOF INSPECTIONS can be scheduled with the Contract Administrator listed below. Inspections are not mandatory but encourage. The contractor will be responsible in providing the means to access the roof unless otherwise noted.

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Bid Contact Person noted in the Notice to Contractors using the “Request for Information” form. RFI’s may be faxed to the number listed in the Notice to Contractors, 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 the address in the Notice to Contractors in accordance with the Notice to Contractors and the RFI Instructions contained in these documents. Bidders may attach separate sheets with questions to the “Request for Information” form.

The Department is not bound by any oral, written or other representations, including information exchanged verbally at pre-Bid meetings. The Department will issue a written Bid Amendment in response to questions from Bidders when the answers: (A) relate to ambiguous, incorrect, or missing information in the Bid Documents; (B) are not apparent

to Contractors experienced in the type of Work covered by the potential Contract; and (C) could have a significant impact on the cost, quality, conformity or timeliness of the Work.

Contract Administrator for all locations is:

George Brewer, Building Transportation Operations Manager
MaineDOT
41 Rice Street
Presque Isle, ME
Tel. #(207)764-2209
Email: George.brewer@maine.gov

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

- a. Contractor must have at least 5 years' experience successfully maintaining and repairing commercial/industrial roof systems including membrane, steel and asphalt.
- b. Possess manufacturer's training certifications relating to applying and maintaining multiple roof systems.
- c. Contractor may be requested to submit copies of licenses or certificates when required by the State of Maine, the manufacturer or by the Department.
- d. The Contractor must have the necessary personnel and equipment mobilized and be on site within 4 hours or less when MaineDOT has determined that Work is an emergency.
- e. The Contractor must provide and maintain a current contact list with phone numbers and e-mail addresses in order to be contacted 24 hours a day, 7 days a week for emergency services.
- f. Work effectively with minimum supervision.
- g. Adhere to of all national and local Codes, Industry Standards and OSHA requirements and have the knowledge to do so.

- h. Provide all tools and equipment needed to perform required duties.
- i. Provide a reliable service truck to provide transportation for employee's to and from jobsite. Vehicle must carry all tools, supplies, and equipment needed for job duties.
- j. Comply with established safety guidelines and procedures and provide all Personal Protective Equipment needed to perform job duties
- k. Adhere to a comprehensive Lockout/Tagout policy and have the knowledge and willingness to do so.

Contract Time

The Contractor will be allowed to commence work on or after the Contract execution date unless otherwise stated. Contract will be for 1 year with the option to extend up to three (3) additional years on an annual basis at the Department's discretion.

Preventative Maintenance Inspections shall be completed once a year, one prior to May 31st.

Scope and Specifications of Work to be Performed

Roof Preventive Maintenance, Inspections, Repairs and other Work requested by the MaineDOT

The MaineDOT is accepting Bids with intent to award a contract(s) for the purpose of providing the MaineDOT facilities listed in Appendix A, Schedule of Items, with Roof annual inspections, preventative maintenance, repairs and other services requested by MaineDOT. Additional facilities and locations may be added to the contract with agreed upon pricing at any time.

The Contractor is to perform annual inspections, preventative maintenance and repair services for membrane, steel and asphalt roofs. This includes providing all labor and furnishing all equipment, supplies, materials and other applicable tools/items needed to maintain and repair a variety of roofing materials and applicable metal work. All Work shall be performed by Manufacturers certified technicians and shall be performed in accordance with manufacture recommendations and specifications. All parts shall be manufacturer original or recommended.

A full report of each inspection is to be forwarded to the Contract Administrator stating findings and any recommendations for repairs or work that should be performed.

A. Repair and Maintenance Work

1. Repair Work shall include Work which may be discovered, recommended and approved during annual preventative maintenance or work requested by the Department at a different time.
2. Maintenance Work will include but not limited to keeping drains cleared of debris; snow removal may be included when requested by MaineDOT if needed but will not be part of regular maintenance.
3. Contract Administrator must approve all Maintenance and repair work exceeding \$700.00 prior to the Work being performed. Major or extensive work to any part of a roof may be bid and contracted separately.
4. The Contractor shall perform repair and maintenance services as requested by MaineDOT during regular business hours of 6:00 a.m. to 5:00 p.m. unless otherwise authorized by MaineDOT. Service and parts needed over and above what was originally authorized must be authorized by Contract Administrator or designee prior to any work performance or replacement.
5. When the Department determines that the Work is an emergency the Contractor has ½ hour to reply to notification and must be on site within 4 hours after notification.
6. Unless otherwise noted, the contractor will provide safe access to the work area.

B. Roof Inspection Services

1. The Contractor shall perform Roof Inspection Services annually, before May 31st. Inspections must be scheduled and coordinated prior to this date with the Contract Administrator.
2. The Contractor will inspect for possible leaks, metal damage, membrane delamination, missing or loose asphalt shingles, missing or loose sealants, etc.
3. The Contractor will submit a report of findings to the Contract Administrator as soon as the report is completed. The report will include pictures identifying the area to be corrected, details of what the Work entails and an estimated labor and material costs.

C. Additional work

All requests for work exceeding \$700.00 or work that will require additional payment over and above original estimate must be in writing describing the Work and include estimated labor and material costs. Work will not start until approval is in writing from the Contract Administrator. Failure to obtain written approval may result in non-payment. Emergency repairs may be made without prior authorization when public safety is a concern. In situations as this, make the repairs to protect the public or employees safety and immediately contact the owner.

D: Service reports

Service reports stating date, time, and technician name, work completed and noting any additional obvious problems or recommendations for repairs will be completed. A Service Report copy will be submitted with each invoice.

Allowable Work Times

The Contractor shall perform straight time work Monday through Friday, 6:00 a.m. – 5:00 p.m. except for they may not work on holidays as defined in Appendix B or unless otherwise directed by the Department.

The Contractor may choose to perform work outside Straight Time hours of operation for their convenience and upon Contract Administrator approval. The Contractor will be reimbursed for this work at straight time rates. Work is to be performed during MaineDOT operating hours unless otherwise authorized by the Contract Administrator.

Measurement and Payment

Annual Inspections will be paid for at the contract unit price, performed and accepted. Payment will be full compensation for supervision, labor, equipment, materials, parts, supplies, and other incidentals necessary to perform the Work.

Maintenance/Repairs/Emergency work will be paid for at the hourly labor contract unit price.

The Contractor will be paid for approved and accepted Maintenance/Repair/Emergency Work and Additional Work, by the hour for each hour Work is performed at the contract unit price.

Hourly Work will be measured as Straight Time when the work is performed Monday through Friday from 6:00 a.m.to 5:00 p.m.

Hourly Work will be measured as Overtime when the work hours occur during a Holiday as defined in Appendix B and hours outside of Straight Time.

For the purpose of billing the Contractor will begin billing their time from the time they arrive on a specific job site until the Contractor has left the job site. The total amount of hours will rounded off to the nearest ¼ hour.

Time spent getting to the service location and time spent moving between locations, picking up material, truck cost and mileage will not be measured for payment but considered incidental to the Work performed.

Payment for additional materials/parts associated with Additional Work will be the actual documented cost (invoice cost from the manufacturer) plus an additional mark-up of 15%. The cost associated with the replacement part(s) shall not include installation. Installation cost will be paid for at the appropriate hourly labor rate bid price. Payment for the shipping and handling of replacement parts associated for Additional Work will be the actual documented cost (invoice cost from the manufacturer) with no mark-up allowed. **Miscellaneous items and materials such as rags, gloves, shall not be billed separately, but shall be considered incidental to related items.** The Department reserves the right to require the Contractor to obtain competitive quotes for parts, were applicable.

Subcontracts

Subcontracting must be in compliance with Standard Specifications. The Contractor shall perform at least 80% of the value of the Work with its own Work force.

The Contractor is responsible for assuring that its Subcontractors have sufficient skill and experience to perform the Work properly and for coordinating and managing its Subcontractors to achieve the intent of the Contract. The Department, upon written notice to the Contractor, may require that the Contractor discharge any Subcontractor without cost or liability to the Department. All subcontracts of the Contractor, and all lower tier subcontracts, shall contain or reference all applicable provisions of the Contract. If requested by the Department, the Contractor shall provide the Department with copies of any subcontract or other document that establishes the relationship of the Contractor and any Subcontractors. Subcontractors shall provide signed, valid, and enforceable certificate(s) of insurance with each Subcontract that will comply with The State of Maine, Department of Transportation Standard Specifications under Section 110.3 Insurance including Workers' Compensation , Commercial General Liability and Automobile Liability.

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.

Default and Termination of Assignment The Contractor is in Default of the Assignment if the Contractor:

- A. Fails to adhere to obligations of Appendix A; *Contractor Requirements* or *Scope and Specifications of Work to be Performed*.
- B. Fails to answer or reply to the Department within ½ hour of emergency notification of work.
- C. Fails to commence work or be onsite within 4 hours after accepting an emergency assignment.
- D. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- E. After work on assignment has commenced, fails to continuously work on assignment without Department approval.
- F. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- G. Continues to perform Work after the Department directs that Work be stopped.

If Default and Termination of Assignment occurs, the Department may give written Notice of Default and Termination of Assignment 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 award the Assignment to another Contractor 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 Assignment in an acceptable and timely manner.

Upon receiving a 2nd Default and Termination of Assignment, the Department may, in addition, consider this 2nd notification as a Default and Termination of Contract 2nd Incident written warning.

Default and Termination of Contract The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Assignment or Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment,
- C. Fails to perform Work when specified in the Assignment.
- 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. Discontinues the Work without the Department approval,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. 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:

1st Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 days upon receipt of verbal warning, for an emergency Assignment within 2 hours after notification the Department will issue a written warning.

2nd Incident: The Department will issue a written warning.

3rd 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 (C) for if an emergency will count as 1st incident and no time to cure.

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 Assignment in an acceptable and timely manner. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices.

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

“Apparent Successful Bidder 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 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.

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, WIN (if applicable) and/or 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".

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

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 Contractor 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

103.1.4 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 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."