

APPENDIX A  
SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED

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,
- c) the unit price/lump sum price is unreadable.

**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.

Do not make handwritten changes to the bid documents.

**Bidders are not required to bid all items.**

Description	Estimated Quantities & Units	Unit Price \$/Per Hour	Bid Amount = Est Qty. X Unit Price
<b>Master Plumber per Hour</b>	<b>350 Hours</b>		
<b>Journeyman Plumber per Hour</b>	<b>100 Hours</b>		
<b>Trainee Plumber or Journeyman-in-Training per Hour</b>	<b>100 Hours</b>		
<b>TOTAL BID</b>			

*For clarification, refer to Measurement and Payment in Appendix A.*

For the purpose of this Bid, 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 in the Bid Documents? <input style="margin-left: 20px;" type="checkbox"/> Yes <input style="margin-left: 20px;" type="checkbox"/> No
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\_\_\_\_\_  
(Print Respondent’s Name & Title)

\_\_\_\_\_  
(Signature)

**List Bases of Operations and Headquarters**

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**Counties in which Contractor is willing to perform work**

Check all either yes or no		Counties in which Contractor is willing to perform work
yes	no	
		Androscoggin
		Kennebec
		Knox
		Lincoln
		Sagadahoc
		Somerset
		Waldo

**Work Locations and Contract Administrators**

The Department has facilities in the following locations in Region 2 and may assign work in these locations or others in Region 2.

Rockland Train Station / Trackside Restaurant, Rockland Locomotive Round House, and Waldoboro Car House buildings

Contract Administrator - Greg Gay - Transportation Operations Manager  
MaineDOT  
16 State House Station  
Augusta, ME 04333-0016

Properties:

1. Rockland Train Station/Trackside Restaurant  
Union Street  
Rockland, Maine 04841
2. Rockland Locomotive Round House  
200 Park Street  
Rockland, ME 04841
3. Waldoboro Car House  
143 Depot Street  
Waldoboro, ME 04572

Rockland and Lincolnville Ferry Terminals:

Contract Administrator - Ricky Gradie-Transportation Operations Manager  
MaineDOT  
16 State House Station  
Augusta, ME 04333-0016

Properties:

4. Rockland Maine State Ferry Service Terminal  
517 A Main Street  
Rockland Maine 04841
5. Lincolnville Maine State Ferry Service Terminal  
20 McKay Road  
Lincolnville, Maine 04849
6. Fairfield Training Center  
10 Mountain Ave  
Fairfield, Maine 04932

Region 2 Maintenance Properties:  
Contract Administrator - Reggie Knowles-Transportation Operations Manager  
MaineDOT  
66 Industrial Drive  
Augusta, ME 04333-0098

Region 2 Locations			
Crew/Location	Contacts		
Richmond Maint Lot	Adam Carlton 592-3479	N Augusta Maint Lot	Tony Pelotte 592-1688
31 Lancaster Road	Keith Bates 557-3760	53 Bog Road	Donald Gurney 441-2487
737-2665	Chris Pester 215-8778	287-3232	Ross Flannery 553-2048
	Mark Davis 592-1526		
		Belgrade Maint Lot	Tony Pelotte 592-1688
		96 Cemetery Road	Donald Gurney 441-2487
		495-3511	Ross Flannery 553-2048
West Gardinder Maint. Lot	Adam Carlton 592-3479		
420 Lewiston Road	Keith Bates 557-3760	Sidney Maint. Lot	Tony Pelotte 592-1688
582-5740	Chris Pester 215-8778	109 Lyons Road	
	Mark Davis 592-1526		
Edgecomb Maint Lot	Randy Butterfield 215-7524	Fairfield Maint Lot	Kevin Wing 485-8764
56 US Route 1	Bruce Brann 592-0955	131 Skowhegan Road	Beau Goodale 446-0593
882-5515		453-9537	Shawn Brann 592-5746
South Bristol Draw Shack	Mike Orne 592-1532		
Rt 129 South Bristol		S.China Maint. Lot	Roland Clements 215-4546
644-8125		268 Route 3	Bill Cook 592-1419
		445-2244	Stuart Ryan 592-2721
Waldoboro Maint Lot	Paul Stilphen 441-0796		
1510 Old Route 1	Mike Mclvor 592-3938	Montville Maint. Lot	Roland Clements 215-4546
832-5202	Earl Sutherland 592-2030	217 Acadia Highway	Bill Cook 592-1419
			Stuart Ryan 592-2721
Rockport Maint. Lot	Paul Stilphen 441-0796		
289 West Street	Mike Mclvor 592-3938	Searsport Maint Lot	Dan Ward 441-0892
		290 East Main Street	Seth Gallant 446-0052
		548-6694	Kurt Payson 592-5099
Washington Maint Lot	Terry Fitzgerald 557-5385		
386 Rockland Road	Al Robbins 592-3408	Northport Maint. Lot	Dan Ward 441-0892
845-2387	Keith Kalloch 441-4760	1116 Atlantic Highway	Seth Gallant 446-0052
	Cameron Laplant-Ellis 592-2451	338-2409	Kurt Payson 592-5099
Randolph Maint Lot	Terry Fitzgerald 557-5385		
72 Birmingham road	Al Robbins 592-3408	Knox Maint Lot	Pat Cronin 592-3061
582-3865	Keith Kalloch 441-4760	516 Belfast Road	Roscoe Kenney 215-1357
	Cameron Laplant-Ellis 592-2451	568-3425	
Winthrop Maint Lot	Vacant	Brooks Maint. Lot	Pat Cronin 592-3061
161 Metcalf Road	Howard Stevens 446-8120	Waldo/Brooks	Roscoe Kenney 215-1357
377-8117			
Greene Maint. Lot	Vacant	Paint Warehouse	Chip Kelley 557-2258
71 Allen Pond Road	Howard Stevens 446-8120	121 Leighton Rd. Augusta	Aaron Buotte 215-8103

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 to be Performed**

This work is to include but not limited to general Plumbing maintenance, inspections, and repairs in our Ferry Service Terminals, garages, restaurant, and office buildings, crew quarters, and out buildings in Region 2 which includes some of the towns and cities in the Counties of Androscoggin, Kennebec, Knox, Lincoln, Sagadahoc, Somerset, and Waldo.

Assignments will be performed by one plumber and a service truck unless otherwise directed by the Department. If the Contractor determines that additional plumbers or equipment are needed, the Contractor must get Department approval prior to performing the work.

Assigned work will be performed at the bid rates as stated in the “Schedule of Items”. Any item not contained in this “Schedule of Items” will be decided and agreed upon between the MaineDOT and the Contractor.

On behalf of MDOT, the Contractor may procure all parts and materials necessary for the proper accomplishment of the work, unless otherwise directed. All materials shall meet applicable industry standards, State of Maine Standard Specifications and/or approved by the MaineDOT. Materials costing in excess of \$2500 shall be approved by the Department prior to purchase. The Contractor will be reimbursed for all parts and materials at the actual cost, to include freight and delivery charges (but excluding any sale or use tax) plus an additional single 15 percent markup.

Unless otherwise directed by the Contract Administrator, the Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 4:00 PM, except for they may not work on holidays as defined in Appendix B nor government closure days, unless otherwise directed by the Department.

All work and materials may be inspected by the Contract Administrator, and if not conforming to the plans, specifications and industry standards at any time, it will be rejected. If the Contract Administrator determines that work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work at the expense of the Contractor, without cost or liability to the Department.

### **Contractor Requirements**

The Contractor and the employees assigned to perform the work shall have a minimum of three (3) years of experience performing plumbing maintenance, installation and repairs.

The Contractor must have knowledge and ability to inspect and repair “Reverse osmosis” or “De-solmization” Systems and to perform annual inspection, testing, and repair Backflow Preventers.

The Contractor shall provide all equipment and tools necessary for the proper and safe accomplishment of the work. Equipment shall be well maintained and in good working order.

Contractor shall provide a reliable vehicle (Service Truck) assigned to provide transportation to and from employee's place of residence and/or workplace during normal work hours, and after hours for emergency response. Vehicle shall carry all tools, supplies, and equipment needed for job duties.

Contractor shall provide all Personal Protective Equipment needed to perform work and comply with established safety guidelines and procedures.

The Contractor shall furnish and maintain a current contact list including phone numbers and emails so that at least two of the Contractor's supervisors, managers or owners may be reached at all times.

**Minimum Licensed Maine Master or Journeyman Plumber Knowledge, Experience and Requirements:**

All Work shall be performed by a Licensed Maine Master or Journeyman Plumber unless otherwise authorized by the Department.

All plumbers shall be licensed in Maine.

The plumbers shall have the ability to work effectively with minimum supervision.

The plumbers shall adhere to all Plumbing Codes and OSHA requirements and have the knowledge and willingness to do so.

Plumber shall possess the following:

- Class B CDL Operators License issued by the State of Maine.
- A cell phone and if necessary, a pager, with the ability to be contacted at all times.
- Ability and confidence to purchase equipment and supplies <\$2,500.00 as needed to maintain operations. With written Maine DOT approval for equipment and supplies > \$2,500.00.
- Ability to communicate effectively orally and in writing to explain procedures that need to be performed by others.
- Ability to communicate effectively to others either in person or over the phone, in an emergency situation.
- Ability to prepare and keep accurate records relating to preventative maintenance, repairs, and upgrades performed.
- Ability to work effectively with minimum supervision.
- Knowledge of all state and federal codes that pertain, OSHA Standards and regulations and the willingly comply.

- The ability to properly use all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures of the department.

### **Basis of Award and Assignments**

The Department may award contracts to all responsive, responsible bidders that have the ability to respond in a timely manner and are experienced/qualified and meet “Contractor requirements”.

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount.

The Department and each responsive Bidder may enter into a Contract that will obligate each Contractor to perform work at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department according to the following terms. Work will be assigned under these contracts according to the following process: The Department will estimate the Contractor with the lowest cost for the particular Work (the “Assignment”) based on the individual unit bid prices for the total quantity of estimated work in that Assignment. **The Department will offer to assign the Work to the Contractor with the lowest cost for the particular Work (the “Assignment”)**, that indicated willingness to work in the assignment location, with the ability to perform the Work, and that Contractor will have first option to perform work. The Contractor with the lowest cost may not be offered the work first when consideration for Maine business enterprises results in low cost bids not being considered as the best-value for the State of Maine. Contractors are not required to accept work. If Contractors do not respond to requests for assignments in the allotted time, The Department shall proceed as if the Contractor has declined the assignment. If this Contractor is unable to accept the Assignment, respond in the necessary and appropriate time for the Assignment, complete the Assignment in the allotted time, or does not have the equipment, experience or ability to complete the Assignment, then the Contract Administrator will contact the firm that is estimated to have the next lowest assignment cost to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment. The Department will estimate for a particular Assignment based on the individual unit bid prices for the total quantity of estimated work in that Assignment. The Department and the Contractor shall mutually agree to quantities and schedules prior to the Contractor beginning the Assignment. Contractors are not required to accept all assignments offered. The Contractor shall respond in a timely manner in accordance with a schedule approved by the Department. The Contractor shall notify Contract Administrator, prior to working at any facility.

In the case an emergency arises for which the response time does not allow for the preparation of a bid solicitation, that the Department has determined the work required can best be addressed using one of these contracts, the Department will contact one or more of the Contractors. The Department will select a Contractor to call based on an evaluation of rates, experience and equipment, willingness to perform work in the applicable county, geographic proximity, response time, consideration of Maine business enterprise, and determination of what is in the

best interest of the State. The Contractor shall have a half hour to accept or decline. The Contractor shall be onsite in less than three hours unless the Department has directed otherwise.

Not all plumbing services will be done under these contracts. These Contracts will not include Work that falls under Capital Work Plan or Program projects, moveable bridges, separately advertised projects, snow and ice equipment maintenance and repair or Ferry/Marine services. Work may also be done by the Department. Emergency Work may be done by other means not associated with this solicitation.

### **Bidder Requirements Post-Bid, Pre-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 plumbing. Said experience shall include, at a minimum, at least three (3) years of plumbing of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

Prior to Award, the Apparent Successful Bidders must submit proof of at least one Licensed Maine Master Plumber and proof of other Maine plumbing licenses held by company, owners or employees.

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 any requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within 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 and subcontractor(s) who will be performing the Work specified in the contract documents, including a description of similar construction projects completed in the last five years that highlight the Bidder's and subcontractors' related experience. Such information shall include:

1. the Company's history and experience of 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 of the work performed by the Bidder or their subcontractor; and

5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor.

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.

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 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.

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. This review does not modify the Contractor's duty to comply with the Contract documents. No review or comment by the Department, or any failure to review or comment, shall absolve the Contractor of its responsibility or to shift any responsibility to the Department.

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. Default(s) or termination(s) on past or current Contracts.
- D. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- E. Failure to comply with directives of the Department on past or current Contracts.
- F. Failure to accept an Award of a Contract made by the Department to the Contractor.
- G. 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.
- H. Failure to provide information requested by the Department pursuant to this Special Provision.
- I. 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).
- J. Debarment or suspension 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.
- K. Other 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.

### **Measurement and Payment**

The Contractor will be paid by the hour for each hour work is performed at the contract unit price per hour, overtime will be paid at the contract unit price per hour at time and 1/2, Sundays and Holidays will be paid at the contract unit price per hour at double time.

No expenses, mileage, meals or phones will be paid.

Hourly Work will be measured as straight time when the work is performed Monday through Friday from 7 AM to 4 PM.

When MaineDOT authorizes overtime work, Hourly Work will be measured as overtime when work hours occur on Saturday or extends after 4 PM or before 7AM Monday through Friday.

When MaineDOT authorizes Sunday and Holiday work, Hourly Work will be measured as Sundays and Holiday when the work is performed on Sunday, or a holiday as defined in Appendix B.

Service truck or vehicle not paid separately, but will be considered incidental to the contract items.

All Travel time including traveling to and from the job site and picking up any parts and materials will be considered incidental.

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 number of hours will be rounded off to the nearest 1/2 hour.

Expenses, mileage, meals, phones, pagers, equipment and the service truck will not be paid for separately but will be considered incidental. Mileage and fuel surcharges will not be measured for payment. There will be no reimbursement for overnight stays.

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 for services at the completion of the assignment and acceptance of the finished material.

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

- A. Fails to adhere to obligations of the Assignment or Contractor Requirements.
- 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 3 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 2<sup>nd</sup> Default and Termination of Assignment, the Department may, in addition, consider this 2<sup>nd</sup> notification as a Default and Termination of Contract 2<sup>nd</sup> 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:

1<sup>st</sup> 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 3 hours after notification 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 (C) for if an emergency will count as 1<sup>st</sup> 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:

“All Bidders with the responsive responsible Bids 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 Bidders 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:

“All responsive, responsible bidders 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 Bidders.”

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 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".

102.9 Bid Opening Delete the section in its entirety and replace with the following:

“Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

If, after the scheduled opening, the Department determines that there is not sufficient coverage of On-Call Services of the entire area being bid on, the Department may schedule a second bid opening date which extends the advertisement period of this Contract. Contractors will be notified of the new opening date by the normal Bid Amendment process. If the Bid Opening date is extended, any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package which shall include a Bid and all other documents required in the Bid Documents and the original Bid will be returned to the Bidder. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as

non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder's Bid is read at Bid Opening.”

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 the Bid Documents?” found in 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 a payment bond, performance bond, insurance bond, special certifications, and other information from the Apparent Successful Bidders. If prequalification is required and an Apparent Successful Bidder is not prequalified at the time of Bid Opening, the Department shall have 15 days from the successful completion of the Prequalification process or 30 days following Bid Opening; whichever is longer. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If a Notice of Award is not sent within 30 days of receipt of the proper bonds, insurance, and other pre-award requirements, an Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an 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.”

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.”

SPECIAL PROVISION SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.