

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, or
- c) the unit price/lump sum price 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.

Region 1
Septic Tank and Pump Station Maintenance Work
February 14, 2018

Bidders are required to bid all Items

Item Description	Quantity & Units	Unit Price	Bid Amount = Quantity x Unit Price
Septic Tank Pumping (Max tank size 1000 Gals.)	5 tanks per year x 4 years	\$ _____ per tank	Unit price x 20 tanks = \$ _____
Tank Pumping Fryeburg Information Center (Max tank size 2000 Gals.)	1 tank per year x 4 years	\$ _____ per tank	Unit price x 4 tanks = \$ _____
Fryeburg Information Center Pump Station Annual Maintenance (Performed between June 1st and June 30th)	1 Annual Service per year x 4 years	\$ _____ per annual service	Unit price x 4 annual services = \$ _____
Kittery Information Center Semi-Annual Pump Station Maintenance (Performed each spring between April 1st and April 30th and each fall between October 1st and October 31st)	2 Semi-Annual Service per year x 54 years	\$ _____ per semi-annual service	Unit price x 8 semi-annual services = \$ _____
Pump Station Maintenance Crew Cost	50 hours per year x 4 years	\$ _____ per Hour for Crew	Unit price x 200 hours = \$ _____
TOTAL BID			

For 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? ☐ Yes ☐ No

(Print Respondent's Name and Title)

Signature

Contract Administrator:

Travis Moore
Transportation Operations Manager
Maine Department of Transportation
PO Box 358
Scarborough, ME 04070
(207) 215-3529

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

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.

Scope and Specifications of Work to be Performed

Septic Tank Pumping

Pumping and disposal of all waste, from Septic Tanks throughout Region 1. Disposal must be in accordance with all State and Federal regulations and policies pertaining to proper disposal. Locations 1-5 will be completed in Calendar Year 2018 & 2020, locations 6-10 will be completed in Calendar Year 2019 & 2021 and Location 11 will be completed each Year.

The septic tanks are located at the following locations:

1. 1000 Gallon - 30 Quarry Road, North Berwick ME 03906
2. 1000 Gallon - 71 Stone Road, Alfred ME 04002
3. 1000 Gallon - 28 Portland Road, Gray ME 04038
4. 1000 Gallon - 315 Libby Ave., Gorham ME 04039
5. 1000 Gallon - 1341 Maine Street, Poland ME 04274
6. 1000 Gallon - 48 Saco Road, Standish ME 04044
7. 1000 Gallon - 250 Poland Spring Road, Auburn ME 04210
8. 1000 Gallon - 720 Portland Road, Bridgton ME 04055
9. 1000 Gallon - Freeport Lab, 12 Desert Road, Freeport ME 04032
10. 1000 Gallon - 191 Bridgton Road, Fryeburg ME 04037
11. 2000 Gallon - Fryeburg Information Center, 97 Main Street, Fryeburg ME 04037

Pump Station Maintenance

Annual Maintenance of MaineDOT pump station located at our Fryeburg Information Center at 97 Main Street, Fryeburg ME 04037. This is an effluent only pump station that will require the pump station to be pumped down, the station and pump to be rinsed down with water, each float switch needs to be checked for proper operation, and pump needs to be checked for proper operation, and alarm system needs to be checked for proper operation. There is also an outlet baffle filter that needs to be removed and rinsed cleaned and checked for proper operation. **This annual maintenance needs to be completed each year between June 1st and June 30th.**

Semi-Annual maintenance of MaineDOT pump station located at our Kittery Information Center at 1-95 and U.S. Route 1 Kittery ME 03909. This is an effluent and solid waste pump station that will require confined space entry. This station will require the pump station to be pumped down, the station and pump need to be rinsed down with water, each float switch needs to be checked for proper operations, the pump needs to be checked for proper operation, and alarm system needs to be checked for proper operation. **This Semi-Annual maintenance needs to be completed each spring between April 1st and April 30th and each fall between October 1st and October 31st.**

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

The Contractor shall contact Contract Administrator before pumping to allow for scheduling and when tanks are cleaned, for MaineDOT to inspect.

Pump Station Additional Work

Pump Station additional maintenance work will be approved by the Contract Administrator prior to work being performed. This work will be paid under Pump Station Maintenance Crew Cost per hour. Work under this contract will include all crew, service truck, labor, equipment and materials needed to perform the additional maintenance work.

Measurement & Payment

The accepted quantity of Septic Tank Pumping and Tank Pumping Fryeburg Information Center will be paid for at the unit price each which shall be full compensation for pumping, transporting and disposal of contents which may include liquids, solids and trash and all other incidentals necessary to complete the work. Mobilization, transportation and disposal will not be paid for directly and all costs for such will be considered included in the unit price.

Pump station annual maintenance & semiannual maintenance will be measured by each maintenance per location, tested and accepted.

The accepted quantity of Pump Station Maintenance will be paid for at the unit price each maintenance performed which shall be full compensation of pumping, testing, permits, transporting and disposal of contents which may include liquids, solids and trash and all other incidentals necessary to complete the work. Mobilization, transportation and disposal will not be paid for directly and all costs for such will be considered included in the unit price for Pump Station Maintenance.

Pump Station Maintenance Crew Cost will be paid by the hour for each hour authorized work is performed. 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.

Service truck or vehicle will not be 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.

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.

Repairs

Any items in need of repairs, service, or replacement will need to be approved by Contract Administrator before repairs can be made.

Allowable Work Times

The work can be conducted as directed by MaineDOT during regular business hours of 7:00 AM to 3:30 PM, Monday thru Friday, unless otherwise authorized by MaineDOT.

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

“Apparent Low Bidder A Bidder that submits the lowest apparently responsive Bid. The Apparent Low 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 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 section in its entirety and replace with the following:

“Contract Completion Date 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 section in its entirety 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 section in its entirety 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 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 low, 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 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. Delete the section and replace with the following:

“The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign the Schedule of Items.”

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.

“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 have 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.”

103.1.4 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.”

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.