

**APPENDIX A**  
**SPECIAL PROVISION**  
**SPECIFICATIONS OF WORK TO BE PERFORMED**

The MaineDOT, Bureau of Maintenance & Operations, Region 4, is accepting bids to provide Seasonal Rest Area Maintenance and cleaning in 8 remote locations during May through October (22 weeks) of each year. The Work will include cleaning, maintenance duties and light carpentry, inside and outside, for all buildings and lots at all locations.

**SCHEDULE OF ITEMS**

Company Name: \_\_\_\_\_

Bidders must bid on all locations listed.

PROPOSED COST OF SERVICES BREAKDOWN 2018-2021	
SITE LOCATION	Price Per Location 1 Season (22 Week Season)
1. Mopang Stream Rest Area, Route 9, T30 MD BPP	\$
2. Crawford Rest Area, Route 9, Crawford	\$
3. Pikes Woods Rest Area, Route 1, Calais	\$
4. Robbinston Rest Area, Route 1, Robbinston	\$
5. 45th Parallel Rest Area, Route 1, Perry	\$
6. Long Cove Rest Area, Route 1, Sullivan	\$
7. Mt. Desert Narrows Overlook, Route 1, Sullivan	\$
8. Taunton Bay Rest Area, Route 1, Hancock	\$
Grand Total ADD locations 1-8	\$

**Bid prices must be quoted as specified on this 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 is unreadable

**Do not make handwritten changes to the bid documents.**



**Scoring**

An Evaluation Committee will read and score each Bid. The Evaluation Committee will be composed of qualified reviewers who will judge the Bids in accordance with the criteria defined in this Bid Book.

MaineDOT reserves the right to communicate with Bidders, if needed, to obtain clarification of information contained in the proposals received. Changes will not be permitted during any interview/presentation process.

The Evaluation Committee will use a consensus approach to evaluate the bids. Members of the Evaluation Committee will not score the proposals individually but instead will arrive at a consensus as to assignment of points on each category of each proposal.

Scoring the Cost Proposal: The scores will be based on a 100-point scale. The Evaluation Committee will read and score each proposal on the basis of the following weighted criteria:

Section	Criteria	Weight
I	Costs (Stated in Appendix A Schedule of Items)	100%

1. The cost proposed for conducting all the functions specified will be assigned a score according to a mathematical formula. The lowest bid will be awarded 100 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$$\text{(lowest submitted cost proposal divided by the cost of proposal being scored)} \times 100 = \text{pro-rated score}$$

2. If the Bidder receiving the highest number of evaluation points for all criteria sections is a Maine business, as defined in this Request for Proposals, the contract award will be made to that Bidder.

If the Bidder receiving the highest number of evaluation points for all sections is a non-Maine business, the following will apply:

- a. The review team will determine if any Maine businesses are within a “competitive range”. Competitive range is defined as a proposal having a total Section I score within 5 points of the top bidder’s Section I score.
- b. If there are any Maine businesses that score within the competitive range, the total proposed costs for the Bidder receiving the highest number of evaluation points 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.

3. The goals of the evaluation process are to ensure fairness and objectivity in review of the bids and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine. The term “Best Value” takes into consideration the qualities of the services to be supplied, their conformity with the specifications listed, and the best interest of the State. For comparison purposes, all Bidders with "Below Standard" performance ratings on file with the Department in the last three (3) years will receive up to a 20% reduction in points.
4. The responsive Bidder receiving the highest number of evaluation points based upon the Proposal’s satisfaction of the criteria established which, regarding the consideration Maine business enterprise, is considered as best-value for the State of Maine, all as determined by the Department, may be offered the contract. The Department reserves the right to reject any or all bids.

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

Issuance of this in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.

The Department reserves the right to reject any or all bids.

The successful bidder will receive written notification of the award and the results will be posted on the MaineDOT website.

The information contained in submittals for the State’s consideration will be held in confidence until all evaluations are concluded and the award notification has been made. At that time, the full content of the bids become public record and is therefore available for public inspection upon request.

By submitting a Bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. The State reserves the right to reject any or all proposals based on the exceptions presented, without obligation to communicate or negotiate with the bidder.

The details of the evaluation process will be provided to interested parties, upon request, after selection of the apparent successful Bidder.

**SCOPE OF SERVICES and WORK TO BE PERFORMED**

- Contractor shall provide safety vest for employees and sub-contractors that are working outside. (Refer to Part III, Requirements, Specific Licensure and Certifications, Section D.)
- Contractor shall be responsible for all transportation costs including transport of all equipment, vehicle repairs and maintenance. Contractor will provide all gas powered equipment, including lawn mowers, trimmers, and power washer.
- Contractor shall be responsible for Maintenance which includes but is not limited to repairing Privy/shelters/picnic tables which includes, removing of graffiti, and repairing or replacing the following: Paint 20% of the picnic tables and shelters per season. Replace individual boards on tables as needed. Contractor will provide all paint and material for repairs.
- Picnic tables that are beyond repair will be purchased and replaced by MDOT. MDOT will also replace BBQ grills if necessary. MaineDOT will supply material and repairs for falling shelters, rest area post and signs.
- The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.
- Contractor shall mow all grass areas as needed and must be kept below 5” in length, which would include string trimming, around all structures and borders. The Contractor shall use a string trimmer to keep walkways clear of overhanging grasses.
- The Contractor shall sweep or blow the walkways clean.
- The Contractor shall pick up accumulated litter.
- The Contractor shall wash inside of outhouse with MaineDOT approved disinfectant and replace expendables, which include toilet paper and hand sanitizer twice a week (Monday and Friday). The Contractor shall add biodegradable deodorant and a biodegradable waste degradation powder after cleaning the outhouses. MaineDOT is responsible for the pumping of the outhouse. The Contractor shall furnish and install hand sanitizers at all locations before the 2018 season begins and as required after that.
- Materials such as grass, brush, sticks and branches shall be removed from the site. This debris shall not be placed in the woods or over an embankment.
- Spring Clean-up is to be completed before Season start, which is typically the 4<sup>th</sup> week of May. Included, clean up facilities, rake lawns, pick up fallen limbs and trash. Remove safety hazards.

- The Contract shall hang entry/rest area yardarms signs first day of opening week and will take down, last day of closing week.
- Contractor shall provide garbage bags and is responsible for pick up, transportation and safe disposal of rubbish at a licensed transfer facility or secure landfill.
- At the Taunton Bay Rest Area, there is a special area that has been built and is left to be natural. The Contractor shall mow this area in the Spring and Fall Cleanup only.

### **REQUIREMENTS, SPECIFIC LICENSURE AND CERTIFICATIONS**

- Contractor must maintain a complete set of Safety Data Sheets (SDS) and have them accessible to the Contract Administrator.
- **DRUG FREE WORKPLACE.** By signing the Agreement, the Contractor certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition. Contractor will notify employees that as a condition of employment under the Agreement that the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

The Contractor shall notify MaineDOT and the Contract Administrator within ten (10) days after receiving notice of criminal drug convictions occurring in the workplace by an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency at the Contractor or employee's expense.

- The Contractor will supply high visibility safety apparel. Garments shall be labeled as meeting ANSI 107-2010 Class 2 or ANSI 107-2004 Class 2. For nighttime work, apparel should meet ANSI 107-2010 Class 3 or ANSI 107-2004 Class 3.
- The safety of the public is of the utmost importance. Therefore, any act of vandalism or harmful and illegal doings shall be immediately reported to the Maine State Police.

## **GENERAL SPECIFICATIONS AND STANDARDS**

### **Supplies, Equipment and Materials**

- The Contractor will furnish all supplies and equipment for accomplishment of all work. Contractor's equipment shall be of the size and type suitable for accomplishing the various phases of work described and/or needed, and shall operate from gas or other means other than electrical. Equipment considered by MaineDOT to be improper, inadequate or unsafe for this purpose shall be removed from the job and replaced with satisfactory equipment.
- MaineDOT will not be responsible for lost, damaged or stolen equipment, supplies or materials.
- The Contractor shall furnish all materials and supplies required.
- All supplies/materials used shall have the applicable Underwriters Laboratories standards, be OSHA approved, and will otherwise create no harmful or hazardous conditions. Contractor must submit prior to award, a complete listing, by manufacturer's name and/or number, of cleaning supplies, and chemicals. Any of these materials found not satisfactory by MaineDOT will not be used, and substituted materials must be approved before use. The Contractor must maintain at the Information Center premises, a complete set of Material Safety Data Sheets (SDS) and have them accessible to the Contract Administrator.
- Samples: MaineDOT may require samples of supplies before the Contractor commences work or at any time during the work to determine compliance with the standards required by these specifications. Any item failing to meet these specifications shall be replaced by the Contractor with supplies meeting the itemized specifications or required standards.
- Other related duties not mentioned herein can be added in writing by mutual agreement.

### **Contractor Personnel:**

- The Contractor will screen all personnel to assure MaineDOT that all employees are of good character. The Contractor shall employ only personnel skilled or capable of becoming skilled in the work.
- Contractor personnel shall notify MaineDOT within 24 hours of damage to buildings and fixtures, or any vermin such as, cockroaches, water bugs, silver fish, mice, rats etc.

- **Lost, Found or Missing Items:** All unclaimed items found in or about the work areas by the Contractor will be turned in immediately to the MaineDOT Representative, giving location where item was found.
- **Compliance with State Regulations:** The Contractor and employees will be subject to all applicable State and Federal regulations, for the conduct of personnel.
- Contractor employees shall be required to interrupt their work, at any time, to allow passage of personnel.
- Contractor employees and subcontractors shall be provided with appropriate name tags identified the person and employer, name tags are to be visible, legible and displayed during work hours.
- **Subcontracts:** Subcontractors hired for this contract are subject to all the terms and conditions of the prime contract and must supply Certificates of Insurance to the MaineDOT in the same amount as the prime contractor. No more than 70% of the work under this contract may be performed by subcontractors and the MaineDOT may require that Contractor discharge any subcontractor without cost or liability to the MaineDOT.
- **Inspection by the MaineDOT:** Periodic inspections of the Contractor's work may be made by MaineDOT. MaineDOT has authority to point out to the Contractor's personnel incomplete or defective work and necessary corrective measures.

### **MEASUREMENT AND PAYMENT**

- Accepted quantities of Rest Area Maintenance will be measured and paid for at the contract unit price per each location which price shall be full compensation for all labor, equipment, material and incidentals necessary to perform the work in accordance with these specifications. The Department may increase or decrease the quantities of rest areas from the locations shown in the Bid Documents and the Contractor shall be paid for the actual Work performed. If the contract is extended or shortened, each week shall be paid at the unit price bid for the season at the location divided by 22 weeks.

### **CONTRACTOR REQUIREMENTS**

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. 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.

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 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 Contractor 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.

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.

The Department may require the Bidder to make the examples of prior work available for inspection at a location, date and time which are mutually agreeable to the Department and the Bidder.

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. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- G. Failure to accept an Award of a Contract made by the Department to the Contractor.
- H. 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.
- I. Failure to provide information requested by the Department pursuant to this Special Provision.
- J. 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).
- K. 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.
- L. 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.

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 ADD the following:

“Apparent Highest Scored Bidder A Bidder that receives the Evaluation Committee’s highest total score using the weighted criteria in the bid documents. The Apparent Highest Scored 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 Low Bidder Delete the section in its entirety.

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

“Apparent Successful Bidder The Bidder with the highest scored 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, usually the Apparent Highest Scored 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 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:

“Successful Bidder The highest scored, 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 or 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".

102.11.1 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 this Request for Proposals?” in the Schedule of Items, 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 insurance, special certifications, and other information from the Apparent Highest Scored Bidder. If a notice of Intent to Award is not sent within 30 days of receipt of the

Bid Opening, the Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. If the Department and the 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 Award Conditions.”

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.”