

**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 for any item is not provided or is unreadable.

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

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

**CONTRACTORS ARE REQUIRED TO BID ALL ITEMS.**

<b>Section 0001</b>			
Item Description	Approximate Quantity & Units	Unit Price Per Basin	Bid Amount \$
Catch Basin Cleaning/ Vacuuming EVEN & EVERY YEAR ex. 2018, 2020	2,925 ea		
Catch Basin Cleaning/ Vacuuming ODD & EVERY YEAR ex. 2019, 2021	2,520 ea		
Total Bid Section 0001			

<b>Section 0002</b>			
Item Description	Approximate Quantity & Units	Unit Price Per Basin	Bid Amount \$
Emergency Catch Basin Cleaning/Vacuuming Option	100		
Total Bid Section 0002			

\_\_\_\_\_  
*(Print Respondent's Name and Title)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Maine Business and Economic Impact Consideration:**

The Maine Business and Economic Impact Consideration for this Bid will be scored based on the information provided by Bidders in the Maine Business and Economic Impact Consideration and the point allocations.

Bidder shall indicate their Maine business and economic impact by completing the questions below on the “Maine Business and Economic Impact” section. The Bidder shall not make variations or alterations when responding to these questions. 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.”

SECTION 0003			
<b>Maine Business and Economic Impact</b>	<i>Circle one answer for each row</i>		
% of employees that are Maine Residents	0 0 points	1 – 74% 1 points	75 – 100 % 2 points
% of payroll paid to Maine Residents last calendar year	0 0 points	1 – 74% 1 points	75 – 100 % 2 points
Bidder currently pays Maine Income or corporate taxes		No 0 points	Yes 2 points
Bidder currently pays property taxes to government entities in Maine		No 0 points	Yes 2 points
Bidder currently purchases services and/or supplies from Maine businesses		No 0 points	Yes 2 points

\_\_\_\_\_  
*(Print Respondent’s Name and Title)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Contract Administrator The Contract Administrator for this contract will be:

Matthew Connor Region 4, Transportation Crew Leader  
Maine Department of Transportation  
219 Hogan Road  
Bangor, ME 04401 (207) 557-5494

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

The Contractor must be able to clean and vacuum catch basins and transport and dispose of collected material as directed by MaineDOT and in accordance with State of Maine rules, laws and regulations.

The Contractor must be able to be notified and the necessary personnel and equipment mobilized and be on site within 48 hours or less when MaineDOT has determined an emergency.

The Contractor's equipment unit must have GPS navigation capability. (GPS Coordinates will be provided by MaineDOT).

The Contractor must possess appropriate valid transport license.

#### Scope and Specifications of Work to be Performed

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

Attachment A includes all basins to be cleaned and vacuumed in Region 4. Some basins are cleaned every year and some basins are cleaned every other year.

All routine cleaning of catch basins will be performed as listed below and shall be completed each year by October 31st. The Contractor shall provide and maintain the work schedule and supply to MaineDOT Work is to be performed during regular work hours which are normally Monday through Friday between 6:00 AM and 4:30 PM. Work performed outside of regular work hours must be pre-approved by MaineDOT.

Traffic control will be supplied by the Contractor in accordance with MaineDOT rules and regulations, the MUTCD, and Special Provision Section 652.

Emergency and other vacuuming/cleaning of catch basins will be performed on an as needed basis for the whole Region and scheduled and requested by MaineDOT. The Department may increase the number of basins to be cleaned/vacuumed and such increase or decrease shall not be considered Extra Work. When the MaineDOT notifies the Contractor of the additional basins, the MaineDOT will identify if the cleaning/vacuuming is to be paid under Item Catch Basin Cleaning/Vacuuming or Emergency Catch Basin Cleaning/Vacuuming. The Contractor must perform emergency work within 48 hours of notification.

The quantity of catch basins will be identified by Town on Attachment A. An electronic version of the GPS coordinates will be supplied to the successful bidding contractor.

Collected and vacuumed material will be transported and dumped at the nearest Region 4 MaineDOT facility as directed. These facilities are listed on Attachment B.

Equipment –The contractor unit must have GPS navigation capability. (Coordinates will be provided by MaineDOT).

The Contractor must mark each catch basin that is cleaned with an “X” with white paint on each grate immediately following cleaning.

The Contractor shall complete service reports daily identifying basins cleaned. Service reports are to be submitted weekly for MaineDOT inspection.

Basis of Award

One contract will be awarded to the bidder whose Bid receives the highest score following the final review.

Section 0002 Emergency Catch Basin Option must be bid on by the bidder, but may or may not be awarded based on the bid prices and the Region’s needs.

Scoring

The Bids will be scored on the basis of the following weighted criteria:

Criteria	Weight
SECTION 0001 Price	90%
SECTION 0003 Maine Business and Economic Impact Consideration	10%

1. The scoring formula for price is: 90 points to low bidder, and others will be (Lowest submitted cost bid / Cost of bid being scored) x 90 = pro-rated score.

2. Maine Business and Economic Impact will be scored using the total number of points the bidder receives from answering the information in the Schedule of Items.

#### Method of Measurement

Catch Basin Cleaning/Vacuuming will be measured by the actual number of catch basins cleaned and accepted.

Emergency Catch Basin Cleaning/Vacuuming will be measured by the actual number of catch basins cleaned and accepted for basins the Department designated an emergency.

#### Basis of Payment

Accepted quantities will be paid for at Bid unit price per basin which shall include full compensation for all equipment, labor, materials and incidentals required, including traffic control. Mobilization will not be paid for separately and shall be considered incidental to the per basin rate.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit invoices bi-weekly for payment to the Contract Administrator in the Bangor Maine Department of Transportation Office, for services at the completion of the work and acceptance of the finished material

#### Allowable Work Times

The Contractor shall perform work only during the following times Monday through Friday, 6:00 AM through 4:30 PM except for they may not work on holidays as defined in Appendix B nor government closure days unless otherwise directed by the Department.

#### 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

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

- A. Fails to provide labor, Equipment or Materials specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, Materials or traffic control to assure the timely Completion of the Work,
- C. Fails to perform Work when specified in the Contract.
- 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. Continues to perform Work after the Department directs that Work be stopped,
- G. 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 within 2 days upon receipt of verbal warning, 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.

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 Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

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

“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:

“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, usually the Apparent Low 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:

“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 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".

102.11.1 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 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 questions asked under “Maine Business and Economic Impact Consideration” in the Schedule of Items, Appendix A, have not been completed.

Upon Notification, the Contractor may be given 5 business days to complete the questions regarding Maine Business and Economic Impact. After the 5 days has elapsed and no response has been submitted, no points will be calculated for this criteria.

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.”

103.5 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.”

103.5.4 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 bonds (if applicable), 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.