

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.

Bidders are required to Bid all items.

SECTION 0001				
Item #	Item Description	Estimated Quantity & Units for ONE YEAR	Unit Price (\$/per Hour)	Bid Amount = (Est. Qty. X Unit Price)
1	Master electrician hourly rate	1,100 hours	\$	\$
2	Journeyman electrician hourly rate	250 hours	\$	\$
3	Electrician Helper hourly rate	250 hours	\$	\$
4	Service Truck hourly rate	1,100 hours	\$	\$
5	Bucket Truck hourly rate	100 hours	\$	\$
6	Scissor Lift 24’ – 26’ Electric	100 hours	\$	\$
7	Telescopic Boom Lift 37’-44’	100 Hours	\$	\$
	Total Bid			\$

(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 0002			
Maine Business and Economic Impact	<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:

Reginald Knowles, Region 2 Transportation Operations Manager
Maine Department of Transportation
66 Industrial Drive,
Augusta, Me. 04333-0098
Tel. #(207)624-8230

The Contractor shall contact the Contract Administrator or designated alternate, 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 be notified and mobilized on site, to include necessary personnel and equipment, within 3 hours or less when the assignment is an emergency as determined by the MaineDOT.

The Contractor must have a minimum of three years of experience performing each type of work that they expect to perform.

Ability to install single and or 3 phase drops to include aerial or lateral

Ability to work effectively with minimum supervision.

Ability and willingness to adhere to a comprehensive Lockout/Tagout policy

Knowledge of all Electrical Codes and OSHA requirements.

All tools and equipment needed to perform required duties.

A reliable vehicle to provide transportation for employee to and from jobsite. Vehicle must carry all tools, supplies, and equipment needed for job duties.

All Personal Protective Equipment employees need to perform job duties and comply with established safety guidelines and procedures.

Must provide contact list with phone numbers in order to be contacted 24 hours a day, 7 days a week for emergency services.

Scope and Specifications of Work to be Performed

- a. As work arises, the MaineDOT will assign work to the Contractor. This work is to include, but not limited, to general electrical maintenance and repairs in our garages, office buildings, crew quarters, out buildings within MaineDOT Region 2 area, this may also include the installation of temporary services at various bridge repair locations that require setting a light pole, aerial or lateral install of single and 3 phase drops in Region 2.
- b. Assignments will be performed by one electrician and a service truck unless otherwise directed by the Department. If the contractor determines that additional electricians or equipment are needed, the contractor must get prior Department approval for the additional workers or equipment to be measured for payment.
- c. 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. The Contractor will receive the Actual Cost of Materials including freight and Delivery charges (but excluding any sale or use tax) plus a single 15 percent markup. MaineDOT will determine which materials will be purchased by the Contractor and which will be purchased by MaineDOT.
- d. Contractor will begin billing their time from the time they arrive on a specific job site until the Contractor has left the job site for each Work Assignment. All Travel time including traveling to and from the job site and picking up any parts and materials will be considered incidental and shall not be measured for payment.

Basis of Award

Multiple contracts may be awarded. Assignments will be awarded using the criteria stated below based on the individual unit prices given in the “Schedule of Items”, and the Maine Business and Economic Impact.

The dollar amount of this Contract is in no way a guarantee that the Department will assign Work for any or all of the total amount.

Scoring

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

Criteria	Weight
SECTION 0001 Price	90%
SECTION 0002 Maine Business and Economic Impact Consideration	10%

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

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, as defined in Appendix B, 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 7:00 AM to 3:30 PM.

Hourly Work will be measured as overtime when the work hours occur on Saturday or extend after 3:30 PM or before 7:00 AM Monday through Friday.

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

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 in the Maine Department of Transportation Augusta Office, for services at the completion of the assignment and acceptance of the finished material. Invoices are to include date, description and location of service, Building #, and quantities at bid prices.

Allowable Work Times Unless otherwise directed by the Contract Administrator, the Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 3:30 PM except for they may not work on holidays as defined in Appendix B unless otherwise directed by the Department.

Assignments

The Department and each responsive responsible bidder will enter into a Contract that will obligate each bidder to perform work pursuant to an Assignment at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department and the ability of the bidder according to the following terms. In the case work arises, that the Department has determined can best be addressed using one of these contracts, Work will be assigned under these contracts according to the following process:

The Contractor with the lowest estimated cost for the particular Assignment as calculated on the individual unit prices given in the "Schedule of Items", consideration of the Maine Business and Economic Impact, with the experience, equipment, response time, and ability to complete the Work in the allotted time will have first option to enter into a contract to perform work pursuant to an Assignment. If this Contractor is unable to accept the work, then the Contract Administrator will contact the Contractor that is estimated to have the next lowest cost to see if that bidder will accept the assignment. If that next low bidder is unable to accept the work, then the Contract Administrator will contact the next lowest bidder, and subsequent bidders in ascending order of the amount of their bids, until a bidder accepts the assignment. Upon mutual agreement, the assignment will then be given to the successful bidder. The Work described will become part of the Contract.

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, or Materials 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. (optional) Discontinues the prosecution of the Work without the Department approval,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

1st Incident: If the Contractor does not take corrective action within 2 days upon receipt of verbal warning, the Department will issue a written warning.

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

3rd Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

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.