

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor: _____

Physical Address of Facility where work will be performed:

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.

1. Price per unit for Abrasive blasting and painting:

Item #	Equipment	Bid price per unit for abrasive blasting, painting (Contractor to supply paint & primer as specified by MaineDOT)
A.	Patrol Truck – 6 wheeled, 34,000 lbs with 5-yard steel dump body	\$
B.	Patrol Truck – 6 wheeled, 34,000 lbs without dump body	\$
C.	Wheeler – 10 wheeled, 54,000 lbs with 10-yard steel dump body	\$
D.	Wheeler – 10 wheeled, 54,000 lbs without dump body	\$
E.	10'-12' plow	\$

F.	10' to 13' wing	\$
G.	Slusher blade	\$
H.	Headgear with single or double tower	\$
I.	Single rear wing tower	\$
J.	25-ton flatbed equipment trailer	\$

2. Price per square foot for sandblasting and painting of other items/miscellaneous equipment not listed in #1, above. Rates include labor, equipment, materials and other incidentals needed to complete work:

Item #	Job size	<u>Price per square foot for sandblasting, painting, paint and primer (contractor to supply paint & primer as specified by MaineDOT)</u>
K.	10 square feet and under	\$
L.	Over 10 square feet	\$

3. Hourly Rate for prep and repair work

Item #	Work Description	Hourly Rate
M.	Hourly rate for preparation Work of equipment not completed by MaineDOT prior to delivery. Rate includes labor, equipment, materials and other incidentals needed to complete work.	\$
N.	Hourly rate for repair work to equipment. Rate includes all labor, equipment, materials, other incidentals and parts not supplied by MaineDOT. (Parts supplied by MaineDOT are: Lights, mud flaps, decals, mirrors and brackets, glad hands, load cover and hardware, dump body side boards, bed chain roll, steel cables and clamps for towers.)	\$

(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 Administrators for this contract will be:

Dan Rolfe, Assistant Fleet Manager, 66 Industrial Drive, SHS #26, Augusta, ME 04333-0026, telephone – (207)624-8259 or (207)441-2352.

Designees for each Region are:

Augusta Fleet Services - Kevin Doyle, 66 Industrial Drive, SHS #26, Augusta, ME 04333-0026, telephone - (207) 624-8212 or (207) 592-2467

Region 1, Southern – John Small, PO Box 358, Scarborough, ME 04070-0358, telephone - (207) 885-7079 or (207) 592-0328.

Region 2, Mid-Coast – Maurice Hinkley, 45 Commerce Drive, SHS #98, Augusta, ME 04333-0098, telephone - (207) 624-8247 or (207) 592-3049

Region 3, Western – Kevin Davidson, PO Box 817, Dixfield, ME 04224-0817, telephone (207) 562-4228 or (207) 446-7765

Region 4, Eastern – Steve Colson, PO Box 1208, Bangor, ME 04402-1208, telephone (207) 441-7342

Region 5, Northern – Richard Moir, 145 Bennett Dr., Caribou, ME 04736, telephone (207) 498-2602 or (207) 592-3334.

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

Scope and Specifications of Work to be Performed

MaineDOT is committed to providing towns, cities and other political subdivisions of Maine the ability to utilize the contract pricing terms negotiated and agreed to herein. Accordingly, the Contractor agrees to extend the pricing terms for sandblasting work at the unit prices bid in this contract to Maine towns, cities and other political subdivisions. The ordering and payment for work by these entities is to be independent of and separate from the Department and its contract. The local governmental entity will be entering into a separate contractual relationship with the Contractor that will incorporate the pricing terms that the Contractor has agreed to with Maine DOT herein.

A. Facility and Equipment Requirements and Inspections

1. Contractor's facility must be large enough to accommodate MaineDOT's equipment, must meet the requirements stated in this bid document, and pass MaineDOT's facility inspection at the time when the evaluation is performed by MaineDOT. Facility

inspections will be performed prior to contract award. It is not intended to allow the contractor time to make changes and additions to the facility to meet MaineDOT's requirements.

2. Facility must be an enclosed facility large enough to accommodate MaineDOT's equipment listed under *M. Preparation*.
 3. Must be climate controlled to allow application of paint and primer within paint manufacturer's recommended minimum and maximum temperature and humidity range.
 4. Must allow for work performance year-round.
 5. Facility Inspections will be performed at the Department's discretion by MaineDOT personnel to determine if the facility passes or fails to meet the requirements set in this document. There is no Appeal process and the determination of "Fails" is final.
- B. Contractor furnishes all materials, equipment, tools, labor, facility and incidentals, unless otherwise specified, including the proper legal disposal of any and all hazardous and non-hazardous waste materials necessary to perform and complete the work as further specified. The work will include the blasting material, preparation and painting of snowplows, headgear with single tower, headgear with double towers, wings, single and dual axle dump trucks without bodies, 5 and 10-yard dump truck bodies, 25-ton flatbed equipment trailers, and other equipment and items as directed by the MaineDOT. Items that are not to be blasted and painted are items such as polished machine surfaces, stainless steel, nameplates, gauges, rubber hoses, air lines, valves, glass, wiring harness, bearings and bearing surfaces, etc. Devices need to be used to protect wiring, hose and items to be blasted.

Note: Any damage to wiring, hoses, glass, etc. will be the responsibility of the contractor to repair at their cost.

Blasting & Painting shall include the following:

1. All wheels need to be removed from the vehicle sandblasted and painted. (White)
2. The frame inside & out from the rear forward to as far under the cab as possible. (Black)
3. The frame inside & out from front plow push plates & pump towards cab as far as possible. (Black)
4. Rear differential & Springs (Black)
5. Front Axle & Springs (Black)
6. Body Sub Frame (Black)
7. Calcium Tank Mounting Brackets (Black)***** (Patrols Truck Only)
8. Air Tanks (Black)
9. Front Bumper Attaching Brackets (Black)
10. Hydraulic Tank, Valve Box, Step Platform, Rear Saddle, Light Post. (Yellow)
11. Front Plow Hitch & Tower (Yellow)

12. Wings (Yellow)
13. Rear Tower (Yellow)
14. Plows (Yellow)
15. Underbody Scraper (Yellow)
16. Trailers (Yellow)
17. Body & Tailgate (Silver)
18. Front Bumper (Silver)

- C. Equipment to be worked on will be delivered to Contractor's facility by MaineDOT personnel.
- D. The Contractor will supply all paint and primer used to complete the work unless otherwise specified by MaineDOT. Paint and primer will meet MaineDOT's specifications stated.
- E. To ensure completion schedules, the contractor shall have adequate weather protected space to perform cleaning, preparation and painting functions.
- F. Scheduling of work and timeframe of completion of work to be pre-set and determined and agreed upon by MaineDOT and the Contractor before each work request is started.
- G. No adulteration or misuse of materials will be permitted.
- H. MaineDOT and Fleet Services representatives have the right to inspect facilities, equipment and any or all work being performed at the job site at any time.
- I. Blasting and Painting
 1. Blasting Chambers - Must be equipped with required system/equipment to collect waste products containing lead, PCBs, paint solvents, grit dust and VOC waste to conform and be in compliance with all applicable and relevant OSHA requirements as well as local, state and federal regulations.
 2. Must be in compliance with all OSHA Title 1910, General Industry and OSHA Title 1926 General Construction Standards as they apply to abrasive blasting and painting.
- J. Ventilation System - Air emissions must be in compliance with all applicable and relevant OSHA requirements and all local, state and federal regulations.
 1. All air from blasting chambers pass through a ventilation and dust extraction system before being discharged.
 2. If ventilation and dust extraction system for blasting contains a wet scrubber, must ensure that waste water is drained into and contained in, settling tanks or ponds until all particulate matter has settled out and settling ponds or tanks are emptied as necessary to ensure efficient operation. These requirements must be met and will be inspected by MaineDOT Representative prior to any contract awards.

K. All MaineDOT equipment brought to the Contractor for Work must be thoroughly steam cleaned, all tar removed and all cracks and steel repairs completed. If this work is not performed by MaineDOT prior to delivery of equipment to the Contractor, the Contractor will perform the work as directed by MaineDOT at hourly contract unit prices.

L. Waste products containing lead, PCB's, paint solvents, used grit dust, and VOC waste must be disposed of in an approved manner consistent with Federal, State and local laws, rules and regulations and will be the responsibility of the Contractor. Proof of such tests and proper disposal must be available to MaineDOT upon request.

M. Preparation:

The following preparations must be completed by the Contractor if not already performed by MaineDOT prior to delivery of equipment to the Contractor's facility. The Contractor will perform preparation work, as well as reinstallation of removed items, as directed by MaineDOT at hourly contracted unit prices.

Preparation Work includes but is not limited to:

1. PATROL TRUCKS – 6 wheeled, 34,000 lbs. with 5-yard dump bodies and plow gear.
 - a. Remove Chains (Bed)
 - b. Remove Load Cover Canvass
 - c. Remove Load Cover Arms
 - d. Remove decals
 - e. Remove dump body Side Boards
 - f. Remove all Lights
 - g. Remove Mud Flaps
 - h. Steam Clean, remove tar and metal repairs made as needed
2. WHEELER – 10 wheeled, 54,000 lbs. with 10-yard dump bodies and plow gear.
 - a. Remove Bed Chains/Belt
 - b. Remove load cover canvass
 - c. Remove Load Cover Arms
 - d. Remove decals
 - e. Remove dump body side boards
 - f. Remove all lights
 - g. Remove mud flaps
 - h. Steam cleaned, remove tar and metal repairs made as needed
3. PLOWS/WINGS – Plows are 12' and wings 10' to 13'.
 - a. Remove Blades
 - b. Repair worn and elongated holes
 - c. Adjust arm-replace if necessary (Sweeper)
 - d. Spring R&R if worn

4. HEADGEAR WITH SINGLE OR DOUBLE TOWERS

- a. Remove wing cables and shives
- b. Remove hydraulic cylinders
- c. Remove all lights
- d. Remove wiring harness

5. SINGLE AND DOUBLE REAR WING TOWERS

- a. Remove wing cables and shives
- b. Remove hydraulic cylinders
- c. Remove all lights
- d. Remove wiring harness

6. 25-TON FLAT BED EQUIPMENT TRAILER

- a. Remove decking planks
- b. Remove all lights

N. Abrasive Blasting

1. All blasting and painting shall conform to and be defined by the applicable provisions of the latest edition of the Structural Steel Painting Manual, National Association of Corrosion Engineers Code and/or any applicable Federal, State or local laws, rules or regulations.
2. The degree of shot or grit blasting shall be SSPC Code SP6 (commercial blast cleaning) as directed by the Steel Structures Painting Council or NACE Code 2 to achieve an anchor profile of between 2.8 to 3.1 mils.

O. Painting

1. The Contractor is to supply all paint, primer and activators unless otherwise specified by MaineDOT, and must use the approved MaineDOT paint specified below or an approved equal.

Paint must be:

- PPG CRE Epoxy Primer tinted to corresponding color
 - PPG AVE 370 Top Coat
 - Cat Yellow #911705
 - Black #9000 AUE 370
 - Silver #926038
2. Painting shall be performed by skilled painters or qualified apprentices under appropriate supervision. Manufacturer's application instructions should be followed.

3. The SSPC PA2 specification for shop, field, and maintenance painting must be met or exceeded.
4. All work shall have a proper surface preparation and a neat finished appearance free of ridges, sags, runs, drops, laps and unnecessary brush marks as well as uniformity of film thickness, removal of dust and grease and other foreign material, proper drying time between coats and protection of surfaces which are not being painted.
5. Thinners and reducers shall be of the type recommended by the paint manufacturer and will be diluted only as required to achieve the proper viscosity for suitable application. Substitution of materials listed in the specifications will only be allowed upon approval by MaineDOT Fleet Services.
6. Existing paint and coatings shall be subject to random testing or whenever reasonable suspicion exists to test for lead and PCB's. If the test results indicate positive results, the work to be performed must conform to the applicable provisions of OSHA Standard 29 CFR 1926.62. Waste products containing lead, PCB's, paint solvents, used grit dust, and VOC waste, must be disposed of in an approved manner consistent with Federal, State and local laws, rules and regulations and proof of such tests and proper disposal must be furnished.
7. Paint must be applied only within the paint manufacturer's recommendations for minimum and maximum temperature application and humidity range. Paints and primers which exceed the manufacturer's pot life shall not be used.
8. Paint and coating shall be measured in terms of mil thickness (1 mil=0.001"). Total mils dry film thickness shall not be less than called for and if required, additional coats shall be applied until the specified total is obtained. The number of coats specified is a minimum. Additional coats if necessary must be applied within the time limits specified by the paint manufacturer. All coats shall be applied to provide a film of uniform smoothness with special attention paid to crevices, rivet lines, weld lines, bolt heads, corners, edges, etc. to obtain the required thickness.
9. The contractor must test wet and dry film thickness if necessary to assure proper coverage and uniformity.
10. Pin holes and holidays are not to be allowed. All steel that is to be painted must meet the SSPC-SP6 commercial blast cleaning surface preparation.
11. Application must be done with a pressure pot gun system or air assisted airless spray system, gravity gun paint systems are not allowed.
12. Primers must be applied the same day surface preparation blasting is performed and before any rust can form.

13. Primer coat must be epoxy two-part system consisting of primer and colored tint of 3-5 mils dry film thickness minimum.
14. All seams and angles shall receive an extra primer coat.
15. Topcoat must be Urethane of 2-3 mils dry film thickness minimum.
16. Imperfections or holidays must be roughened and feathered by blasting or grinding in preparation for epoxy undercoat and polyurethane topcoat touch up.
17. Touch ups will be completed at the job site before shipping.

Basis of Award

Multiple contracts may be awarded to qualified bidders meeting the requirements stated herein. Assignments will be awarded using the criteria stated below, under Assignments, 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 Assignments will be scored on the basis of the following weighted criteria:

Criteria	Weight
Price	90%
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.

Basis of Payment

The Contractor will be paid at contract unit prices as quoted per equipment, per square foot or per hourly rate. The accepted quantities of hours authorized for payment will be measured to the nearest ¼ hour.

For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to bid prices.

Assignments

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.

Work will be assigned under these contracts according to the following process: As Work arises, the Department will estimate the Contractor with the highest scored estimate for a particular Assignment based on the individual contracted unit prices for the total quantity of estimated work in that Assignment, travel cost which are to be computed at the rate of \$4.37 per mile for the distance the Department needs to travel to deliver and pick up the equipment to be worked on, and Maine business and economic impact consideration. The Contractor with the lowest cost may not be offered the work first when consideration for Maine business enterprises results in the lowest cost bids not being considered as the best-value for the State of Maine. That Contractor will have first option to perform work. If this Contractor is unable to accept the Assignment or to complete the Assignment in the allotted time, then the Contract Administrator or Designee will contact the firm that is estimated to have the next highest scored Contractor 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.

Upon accepting the Assignment, the Contractor will inspect the equipment to be prepared, abrasive blasted, painted and refurbished, and the Contractor will submit quantities to the Department to complete the Assignment. The Department and the Contractor shall mutually agree to quantities and schedules prior to the Contractor beginning the Assignment.

If, a Contractor fails to provide labor or equipment specified in the Contract, fails to perform the Assignment with sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment, fails to perform Work when as authorized, performs Work in an unsatisfactory manner, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may go directly to the second and subsequent low bid Contractor, complete the Work with its own forces or use such other methods as in the opinion of the Department are required for to complete the Work.

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. 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.

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.