

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 not required to bid all items.

Description	Estimated Quantities & Units	Unit Price \$/Per Hour	Bid Amount = Est Qty. X Unit Price
Master Plumber per Hour	100 Hours		
Journeyman Plumber per Hour	50 Hours		
Trainee Plumber or Journeyman-in-Training per Hour	50 Hours		
TOTAL BID			

For clarification, refer to Measurement and Payment in Appendix A.

(Print Respondent's Name & Title)

(Signature)

List Bases of Operations and Headquarters

Counties in which Contractor is willing to perform work

Check all either yes or no		Counties in which Contractor is willing to perform work
yes	no	
		Aroostook
		Washington
		Penobscot

Work Locations and Contract Administrators. The Department has facilities in the following locations in Region 5 and may assign work in these locations or others in Region 5.

Region 5 Maintenance Facilities:

Contract Administrator – Jimmie Thibodeau - Transportation Operations Manager
MaineDOT
41 Rice Street
Presque Isle, ME 04769
(207) 764-2200

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.

NORTHERN REGION
LOCATION AND CONTACT LIST

Crew/Location	Tel.#	Building Numbers	Contacts
Ashland Maint Lot	435-6645	B21844	Matt Scott 441-7150
25 Masardis Road			Brent Nickerson 557-1061
Amity Maint Lot	532-3684	B35631	Greg Scott 592-0603
777 US Route 1			Steve Nason 446-1853
			Troy Quint 592-1227

Crew/Location	Tel.#	Building Numbers	Contacts
Caribou Maint Lot	492-5471	B35723	Luke Moir 592-2893
145 Bennett Drive		B35724	Don Gagnon 592-1741
		B57144	Matt Ellis 441-6894

Caribou Fleet	492-3021	B21450	Kermit Crandall 215-4824
145 Bennett Drive			Keith Richards 215-3712

Crystal Maint Lot	473-7965	B35758	Robert Wellington 446-3458
809 Crystal Road			Adam Anderson 446-3021

Fort Fairfield Maint Lot	473-7965	B35831	Jeremy Hartsgrove 592-2691
86 High Street			Clayton Levesque 592-3658

Fort Kent Maint Lot	834-3065	B21806	Shawn McVey 592-3233
14 Mills Road			

Houlton Maint Lot	532-3684	B51028	Greg Scott 592-0603
159 Bangor Street		B51127	Steve Nason 446-1853
			Troy Quint 592-1227

Houlton Fleet	532-2802	B21807	Kermit Crandall 215-4824
159 Bangor Street			Greg Scott 592-0603

Houlton White House	532-7395	B48468	Alan Smith 557-8093
28 Darcie Road			Greg Scott 592-0603

Macwahoc Maint Lot	746-5120	B35921	Phil Kronholm 441-7426
51 Silver Ridge Road			Mark Daigle 441-6623

Madawaska Maint Lot	728-6511	B35923	Mark Albert 446-2486
14 Fournier Road			

Mars Hill Maint Lot	425-35713	B35923	Jeremy Hartsgrove 592-2691
157 Presque Isle Road		B35925	Robert Greene 592-0936

Medway Maint Lot	746-9213	B35935	Phil Kronholm 441-7426
185 Grindstone Road			Mark Daigle 441-6623

Crew/Location	Tel.#	Building Numbers	Contacts
Medway Rest Area	746-9213	B35937	Phil Kronholm 441-7426
I 95 Northbound			Mark Daigle 441-6623
			Tony Dow 215-8496

Medway Rest Area	746-9213	B35936	Phil Kronholm 441-7426
I 95 Southbound			Mark Daigle 441-6623
			Tony Dow 215-8496

New Limerick	532-7019	B35969	Greg Scott 592-0603
165 Station Road			Steve Nason 446-1853
			Troy Quint 592-1227

Oakfield Maint Lot	757-8390	B35973	Robert Wellington 446-3458
259 Oakfield/Smyrna Rd			Duane Merry 592-2893

Presque Isle Maint Lot	762-7811	B36003	Jeremy Hartsgrove 592-2691
Presque Isle Bridge		B36005	Kevin Butler 592-9154
Presque Isle Mapleton Rd		B34947	Art Berkoski 592-3444
33 Spruce Street			

Presque Isle Region Off	764-2200	B36009	James Ball 557-1236
Presque Isle Project Dev		B10138	Jimmie Thibodeau 592-2802
41 Rice Street			

Presque Isle Hazardous	764-2200	B44846	Leo Sirois 441-3685
41 Rice Street		Pesticide bldg	Tony Dow 215-8496

Sherman Maint Lot	365-4662	B36056	Robert Wellington 446-3458
12 Qualey Drive			Stephen Heath 215-4549

Springfield Maint Lot	738-2723	B36094	Joe Osgood 215-6948
620 Main Street			Davis Downs 441-3548

Topsfield Maint Lot	796-5543	B36122	Joe Osgood 215-6948
35 South Road			JK Kendall 592-1524

Crew/Location	Tel.#	Building Numbers	Contacts
Van Buren Maint Lot	868-5192	B36138	Mark Albert 446-2486
271 State Road			Wayne Guerrette 446-3012
Woodland Maint Lot	498-2274	B53533	Luke Moir 592-2893
57 Goodwin Road			Matt Ellis 441-6894

Scope and Specifications of Work to be Performed. This work is to include but not limited to general Plumbing maintenance, inspections, and repairs in our garages, office buildings, crew quarters, and out buildings in Region 5 which includes some of the towns and cities in the Counties of Aroostook, Washington, and Penobscot.

Assignments will be performed by one plumber and a service truck unless otherwise directed by the Department. If the Contractor determines that additional plumbers or equipment are needed, the Contractor must get Department approval prior to performing the work.

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.

On behalf of MDOT, the Contractor may procure all parts and materials necessary for the proper accomplishment of the work, unless otherwise directed. All materials shall meet applicable industry standards, State of Maine Standard Specifications and/or approved by the MaineDOT. Materials costing in excess of \$500 shall be approved by the Department prior to purchase. The Contractor will be reimbursed for all parts and materials at the actual cost, to include freight and delivery charges (but excluding any sale or use tax) plus an additional single 15 percent markup.

Unless otherwise directed by the Contract Administrator, the Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 4:00 PM, except for they may not work on holidays as defined in Appendix B nor government closure days, unless otherwise directed by the Department.

When the Department determines that the Work is an emergency the Contractor has ½ hour to reply to notification and shall be on site within four (4) hours after notification.

All work and materials may be inspected by the Contract Administrator, and if not conforming to the plans, specifications and industry standards at any time, it will be rejected. If the Contract Administrator determines that work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work at the expense of the Contractor, without cost or liability to the Department.

Contractor Requirements The Contractor and the employees assigned to perform the work shall have a minimum of three (3) years of experience performing plumbing maintenance, installation and repairs.

The Contractor shall provide all equipment and tools necessary for the proper and safe accomplishment of the work. Equipment shall be well maintained and in good working order.

Contractor shall provide a reliable vehicle (Service Truck) assigned to provide transportation to and from employee's place of residence and/or workplace during normal work hours, and after hours for emergency response. Vehicle shall carry all tools, supplies, and equipment needed for job duties.

Contractor shall provide all Personal Protective Equipment needed to perform work and comply with established safety guidelines and procedures.

The Contractor shall furnish and maintain a current contact list including phone numbers and emails so that at least two of the Contractor's supervisors, managers or owners may be reached 24 hours a day, 7 days a week for emergency services.

Minimum Licensed Maine Master or Journeyman Plumber Knowledge, Experience and Requirements:

All Work shall be performed by a Licensed Maine Master or Journeyman Plumber unless otherwise authorized by the Department.

All plumbers shall be licensed in Maine.

The plumbers shall have the ability to work effectively with minimum supervision.

The plumbers shall adhere to all Plumbing Codes and OSHA requirements and have the knowledge and willingness to do so.

Plumber shall possess the following:

- A cell phone and if necessary, with the ability to be contacted at all times.
- Ability and confidence to purchase equipment and supplies <\$500.00 as needed to maintain operations. With written Maine DOT approval for equipment and supplies > \$500.00.
- Ability to communicate effectively orally and in writing to explain procedures that need to be performed by others.
- Ability to communicate effectively to others either in person or over the phone, in an emergency situation.
- Ability to prepare and keep accurate records relating to preventative maintenance, repairs, and upgrades performed.
- Ability to work effectively with minimum supervision.
- Knowledge of all state and federal codes that pertain, OSHA Standards and regulations and the willingly comply.

- The ability to properly use all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures of the department.

Basis of Award and Assignments. 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”,

The Department may award contracts to all responsive, responsible bidders that have the ability to respond in a timely manner and are experienced/qualified and meet “Contractor requirements”.

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount.

The Department and each responsive Bidder may enter into a Contract that will obligate each Contractor to perform work at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department according to the following terms. Work will be assigned under these contracts according to the following process: The Department will estimate the Contractor with the lowest cost for the particular Work (the “Assignment”) based on the individual unit bid prices for the total quantity of estimated work in that Assignment. The Department will offer to assign the Work to the Contractor with the lowest cost for the particular Work (the “Assignment”), and that Contractor will have first option to perform work. Contractors shall have two business days to accept an Assignment unless otherwise stated in the offer to assign work. Contractors are not required to accept work. If Contractors do not respond to requests for assignments in the allotted time, The Department may proceed as if the Contractor has declined the assignment. If this Contractor is unable to accept the Assignment, respond in the necessary and appropriate time for the Assignment, or complete the Assignment in the allotted time, then the Contract Administrator will contact the firm that is estimated to have the next lowest assignment cost 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. The Department will estimate for a particular Assignment based on the individual unit bid prices for the total quantity of estimated work in that Assignment. The Department and the Contractor shall mutually agree to quantities and schedules prior to the Contractor beginning the Assignment.

Upon mutual agreement, an Assignment Letter stating the nature of the Work and any time constraints will then be sent to the successful contractor. The Work described in this letter will become part of the Contract.

In the case an emergency arises for which the response time does not allow for the preparation of a bid solicitation, that the Department has determined the work required can best be addressed using one of these contracts, the Department will contact one or more of the Contractors. The Department will select a Contractor to call based on an evaluation of rates, experience and equipment, willingness to perform work in the applicable county, geographic proximity,

response time, consideration of Maine business enterprise, and determination of what is in the best interest of the State. The Contractor shall have a half hour to accept or decline. The Contractor shall be onsite in less than three hours unless the Department has directed otherwise.

Bidder Requirements Post-Bid, Pre-Award. 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 experience in plumbing. Said experience shall include, at a minimum, at least three (3) years of plumbing of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

Prior to Award, the Apparent Successful Bidders must submit proof of at least one Licensed Maine Master Plumber and proof of other Maine plumbing licenses held by company, owners or employees.

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(s) of any requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within 7 days of the notice. The Contractor(s) 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 Bidder 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.

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. Failure to accept an Award of a Contract made by the Department to the Contractor.
- G. 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.
- H. Failure to provide information requested by the Department pursuant to this Special Provision.
- I. 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).
- J. 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.
- K. 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.

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 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 AM to 4 PM.

When MaineDOT authorizes overtime work, Hourly Work will be measured as overtime when work hours occur on Saturday or extends after 4 PM or before 7AM Monday through Friday.

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

Service truck or vehicle not paid separately, but will be considered incidental to the contract items.

All Travel time including traveling to and from the service location and picking up any parts and materials will be considered incidental.

For the purpose of billing the Contractor will begin billing their time from the time they arrive on a specific job site until the Contractor has left the job site. The total number of hours will be rounded off to the nearest 1/2 hour.

Expenses, mileage, meals, phones, equipment and the service truck will not be paid for separately but will be considered incidental. Mileage and fuel surcharges will not be measured for payment. There will be no reimbursement for overnight stays.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator for services at the completion of the assignment and acceptance of the finished material.

Default and Termination of Assignment. The Contractor is in Default of the Assignment if the Contractor:

- A. Fails to adhere to obligations of the Assignment or Contractor Requirements.
- B. Fails to answer or reply to the Department within ½ hour of emergency notification of work.
- C. Fails to commence work or be onsite within 4 hours after accepting an emergency assignment.
- D. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- E. After work on assignment has commenced, fails to continuously work on assignment without Department approval.
- F. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- G. Continues to perform Work after the Department directs that Work be stopped.

If Default and Termination of Assignment occurs, the Department may give written Notice of Default and Termination of Assignment 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 award the Assignment to another Contractor 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 Assignment in an acceptable and timely manner.

Upon receiving a 2nd Default and Termination of Assignment, the Department may, in addition, consider this 2nd notification as a Default and Termination of Contract 2nd Incident written warning.

Default and Termination of Contract. The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Assignment or Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment,
- C. Fails to perform Work when specified in the Assignment,
- 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 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 for a non-emergency Assignment within 2 days upon receipt of verbal warning, for an emergency Assignment within 3 hours after notification 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 (C) for if an emergency will count as 1st incident and no time to cure.

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 Assignment in an acceptable and timely manner. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices.

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

“All Bidders with the responsive responsible Bids as determined by the Department. A responsive responsible Bidder that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidders 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 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 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:

“All responsive, responsible bidders 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 Bidders.”

SPECIAL PROVISION SECTION 102 BIDDING

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 Work location, 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".

102.9 Bid Opening Delete the section in its entirety and replace with the following:

“Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

If, after the scheduled opening, the Department determines that there is not sufficient coverage of On-Call Services of the entire area being bid on, the Department may schedule a second bid opening date which extends the advertisement period of this Contract. Contractors will be notified of the new opening date by the normal Bid Amendment process. If the Bid Opening date is extended, any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package which shall include a Bid and all other documents required in the Bid Documents and the original Bid will be returned to the Bidder. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder’s Bid is read at Bid Opening.”

102.11.1 Non-curable Bid Defects E. Delete the entire section 102.11.1 E.

102.11.2 Curable Bid Defects A. Delete the section and replace with the following:

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

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

“F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.”

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.”

103.3.2 Notice of Determination Revise this section by removing sections A – M and replacing with the following A - K:

- (A) Default(s) or termination(s) on past or current Contracts.
- (B) Failure on past or current Contracts to pay or settle all bills for labor, Materials or services; to comply with directives of the Department, to fulfill warranty obligations, or to provide Closeout Documentation.
- (C) "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- (D) Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.
- (E) Failure to accept an Award of a Contract made by the Department.
- (F) Failure to provide information requested by the Department in a timely manner.
- (G) Debarment, suspension or a denial of prequalification or 'award of contract' 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 or 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).
- (H) Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- (I) Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- (J) Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- (K) 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, any deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is "Not Qualified".

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 a payment bond, performance bond, insurance bond, special certifications, and other information from the Apparent Successful Bidders. If prequalification is required and an Apparent Successful Bidder is not prequalified at the time of Bid Opening, the Department shall have 15 days from the successful completion of the Prequalification process or 30 days following Bid Opening; whichever is longer. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If a Notice of Award is not sent within 30 days of receipt of the proper bonds, insurance, and other pre-award requirements, an Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an 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.”

103.5 Award Conditions Replace the first paragraph with the following:

“The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department’s Bureau of Maintenance & Operations.”

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

SPECIAL PROVISION SECTION 104 GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.